

**REQUEST FOR PROPOSALS**  
**#19-06**  
**Inmate Food Services for**  
**Oconee County Detention Center**



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**Oconee County, SC**  
**Issued: February 14, 2020**

OCONEE COUNTY, SOUTH CAROLINA

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Inmate Food Services for Oconee County Detention Center

RFP DUE DATE/TIME: **Tuesday, March 17, 2020 @ 2:00 PM**

DEADLINE FOR QUESTIONS: Wednesday, February 26, 2020 @ 2:00 PM

RFP NUMBER: **19-06**

POINT OF RECEIPT: Procurement Office  
Attn: Tronda C. Popham  
Procurement Director  
Oconee County Administration Offices  
415 South Pine Street  
Walhalla, SC 29691

**Inquiries - All inquiries concerning this proposal shall be addressed to the Procurement Office. Contact with other departments or County representatives without permission of the Procurement Director may render your proposal void.**

An **original and six (6) bound copies** of your proposal shall be submitted by the due date above. Outside of package must be clearly marked with RFP number and project description above.

If downloading this solicitation from our website, it is the responsibility of the Proposer to email our office at [tpopham@oconeesc.com](mailto:tpopham@oconeesc.com) to be registered as a potential proposer to receive any subsequent amendments.

***Oconee County complies with all South Carolina and Federal laws that prohibit discrimination on the basis of race, sex, age, religion, color, national origin and disability.***

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# SECTION 1

## GENERAL INFORMATION & INSTRUCTIONS

### 1) DEFINITIONS:

- a) Oconee County hereinafter will be referred to as “County.”
- b) “Proposer” shall be any entity or individual submitting a proposal for the pending solicitation.
- c) All references to days in this solicitation mean calendar days, unless otherwise stated.
- d) All references to “shall,” “must,” and “will” are to be interpreted as mandatory language.
- e) Request for Proposals is a procurement method selected for this pending solicitation and will be referred to as the “RFP.”
- f) “Successful Proposer” shall be the successful Proposer with whom the Contract for Professional Services is entered by the County.

### 2) PURPOSE

- a) The County seeks proposals from qualified organizations to provide a full range of inmate food operations in accordance with the specifications and conditions contained in this RFP Package.
- b) This RFP has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by Proposers who wish to submit a proposal for consideration.

### 3) INSTRUCTIONS

- a) The Proposer shall submit seven (7) sealed proposals, one clearly marked as “Original”, and six (6) copies, enclosed and secured in an envelope/package. The Proposer shall clearly mark and display the Proposer’s name and address, the RFP number and the project identification on outside of envelope/package. Oconee County **shall not** be responsible for unidentified proposals. Proposals shall be addressed to:

**Tronda C. Popham, Procurement Director**  
**Oconee County Procurement Office**  
**415 South Pine Street**  
**Walhalla, SC 29691**

Hand delivered proposals should be delivered to the same above-referenced address.

- b) The Proposer shall submit the proposal to the Oconee County Procurement Office no later than **March 17, 2020 at 2:00 PM EST** at which time all proposals will be opened and **only the names of the Proposers will be announced**. Proposals received later than the deadline will not be considered and will be returned unopened. Proposers mailing their proposal must allow a sufficient mail delivery period to insure timely receipt of their proposal. Oconee County is not responsible for proposals delayed by mail and delivery services.
- c) Prices and quotations included in the proposal shall remain firm for not less than one hundred twenty (120) calendar days from proposal deadline stated above.
- d) The County shall not be liable for any costs associated with the preparation of responses to this solicitation; therefore, all costs shall be borne by the Proposer.
- e) All prospective Proposers should review the RFP document and all Attachments and submit all questions and/or requests for additional information by the deadline of Wednesday, February 26, 2020 at 2:00 pm EST.

- i) Questions relating to the RFP must be submitted in writing by email to: [tpopham@oconeesc.com](mailto:tpopham@oconeesc.com). The deadline for submission of questions relating to the RFP is **Wednesday, February 26, 2020** at 2:00pm. All questions submitted in writing prior to the deadline, will be complied and answered in writing in the form of an addendum posted on the County's website <https://oconeesc.com/procurement-home>
- f) It is the intent and purpose of the County that this solicitation promotes competition. It shall be the Proposer's responsibility to advise the Procurement Director, in writing, if any language or requirements, or any combination thereof, inadvertently restricts or limits this solicitation to a single source. Such notification shall be submitted in writing, and must be received by the Procurement Director at least five calendar (5) days prior to proposal receipt date. A review of such notification shall be made by the Procurement Director.
- g) Prior to submitting a proposal, each Proposer shall carefully examine the RFP document, study and thoroughly familiarize himself/herself with the specifications/requirements of the RFP and the Contract Documents and notify Oconee County of any conflicts, errors, or discrepancies.
- h) By submission of a proposal, the Proposer guarantees that all goods and services meet the requirements of the RFP during the contract period.
- i) Failure to submit all required information may be determined as a non-responsive proposal.
- j) Any Proposer may withdraw its proposal prior to the closing time for the receipt of proposals. Correction or withdrawal of inadvertently erroneous proposals before or after the opening date, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following:
  - i) Mistakes discovered by the Proposer before proposal opening may be corrected by modification or withdrawal and resubmission by submitting written notice to the Procurement Department prior to the time set for proposal opening.
  - ii) After proposal opening, no changes in prices or other provisions of proposals, which are prejudicial to the interest of the County, shall be permitted.
  - iii) Except as otherwise allowed by law, all decisions to permit the correction or withdrawal of proposals, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination made by the Procurement Director.
- k) The Proposer shall follow the following directions for proposal preparation:
  - i) All proposals shall be complete and carefully worded, and must convey all of the information requested by the County. If significant errors are found in the proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone, will determine whether the variance is sufficient to warrant rejection of the proposal.
  - ii) Proposals are to be prepared simply and in a manner designed to provide the County with a straightforward presentation of the Proposer's capability to satisfy the requirements of this RFP. The Proposer's proposal must, therefore, follow the RFP format, utilizing the same section titles, schedules, and paragraphs.
  - iii) The Proposer must clearly mark as "**Confidential**" each part of its proposal which it believes contains proprietary information, which could be exempt from disclosure under the South Carolina Freedom of Information Act (SCFOIA) as set forth in Chapter 4, Title 30, of the South Carolina Code of Laws, 1976, as amended. The County reserves the right to determine whether this information should be exempt from disclosure, and the Proposer agrees by submitting its proposal that no claim or legal action may be brought against the County or its agents for its determination in this regard.
  - iv) The Proposer shall make its proposal in the official name of the entity or individual under which business is conducted (showing official business address).
  - v) The Proposer shall include on the proposal the Federal Employer Identification Number (FEIN) and the DUNS number of the entity issuing the proposal (or in the absence of a FEIN and DUNS numbers,

the Social Security Number of the individual issuing the proposal).

- vi) The Proposer shall include all applicable requested information and is encouraged to include any additional information the Proposer wishes to be considered. If the proposal includes any comments over and above the specific information requested in our RFP, the Proposer shall include this information as a separate appendix to the proposal.
- vii) The Proposer shall clearly write in ink or type-write all prices and quotations
- viii) A person duly authorized to legally bind the Proposer shall execute all required documents in ink.
- ix) Each copy of the proposal should be bound in a single volume where practical.
- l) This RFP may result in additional negotiations. To maintain the integrity of the procurement process, all contacts and discussions shall be directed to the Procurement Director.
- m) Comments or discussions by County personnel relative to this solicitation shall not be binding on the County.

#### 4) EVALUATION AND AWARD CRITERIA

##### a) EVALUATION TEAM

A duly appointed Evaluation Team will conduct proposal evaluations.

##### b) AWARD CRITERIA

The Evaluation Team shall evaluate each of the Proposals using the criteria and applying the percentages as set forth in **Exhibit A** to this Section 1. The County reserves the right to request Proposers to appear for an additional presentation followed by a question and answer period, in order to further evaluate qualifications. The additional presentations, if any, will be scored and combined with prior scoring to determine the successful Proposer. The County is not obligated to accept the lowest cost proposal. The County may also award to other than the highest ranked proposer if the price submitted by that proposer is more than the budget available for the project. If made, the award will go to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service to the County. As further outlined below, the award, if any, will take into consideration several factors, including the soundness and flexibility of the proposal, functional capability, quality of performance, quality of service, the time specified in the proposal for the performance, ability to provide support, overall cost, and the Proposer's references. Prior to award, the County may conduct such further discussions and negotiations as contemplated by, and allowed for under, Oconee Code § 2-431. **The County reserves the right to reject all proposals or accept such proposals, as appears in its best interest, and to waive technicalities or irregularities of any kind in the proposal.** The Evaluation Team will make their recommendation to the full County Council, if applicable. The County Council has the right to accept or refuse the Evaluation Team's recommendation.

##### c) NOTICE OF AWARD

If awarded, the Notice of Award will be posted on the County's website at:

<https://oconeesc.com/procurement-home>.

#### 5) PRELIMINARY MATTERS

##### a) EXECUTION OF AGREEMENT.

The Successful Proposer shall sign and deliver the Agreement and such other required Contract Documents to the County within ten (10) Calendar Days after the Notice of Award has been received by the Proposer.

##### b) DELIVERY OF CERTIFICATES OF INSURANCE AND BONDS.

When the Successful Proposer delivers the executed Agreement to the County, the Successful Proposer shall also deliver to the County such Payment Bonds, Performance Bonds, and Certificates of Insurance as may be required.

## 6) GENERAL INFORMATION AND REQUIREMENTS

### a) AFFIRMATIVE ACTION.

The Successful Proposer shall take affirmative action in complying with all federal, state and local labor and employment laws.

### b) AMBIGUOUS OFFERS.

Proposals that are uncertain as to terms, delivery, compliance requirements, and/or specifications, may be rejected or otherwise disregarded.

### c) EXPLANATION TO PROSPECTIVE PROPOSERS.

i) Every effort has been made to ensure that all information needed is included in this RFP. If the Proposer finds that it cannot complete its response without additional information, it may submit written questions to the issuing office on or before the deadline set forth herein. No further questions will be accepted after that date.

ii) Oral explanations and/or instructions given before the award shall not be binding on the County. Any information given to a prospective Proposer about this solicitation shall be promptly furnished to other prospective Proposers as an amendment, provided that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.

### d) AMENDMENTS.

All amendments to and interpretations of this solicitation shall be in writing and signed by an authorized representative of the County. Any amendments or interpretations that are not signed and in writing shall not legally bind the County or its agents. It is the Proposer's responsibility to acknowledge receipt of amendments by signing and returning one (1) copy of the amendment with their proposal submission.

### e) DISCUSSIONS.

By a submission of a response to this solicitation, Proposer agrees that during the time following issuance of the solicitation and prior to final award, Proposer shall not discuss this procurement with any party except the Procurement Director. Proposer shall not attempt to negotiate with any other parties, and shall not discuss any aspects of the procurement without prior written approval of the Procurement Director.

### f) AWARDED POLICY.

i) The award shall be made in accordance with provisions of the Code of Ordinances of Oconee County, South Carolina, to the responsive, responsible Proposer whose proposal is determined to be the most advantageous to the County based on the criteria discussed herein.

ii) If awarded, the Agreement will be awarded to the responsible and responsive Proposer whose proposal is determined in writing to be in the best interest of Oconee County. Oconee County will be the sole judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP. The agreement between the County and the successful Proposer will incorporate this entire solicitation, all applicable amendments, and the successful Proposer's proposal.

### g) REJECTION OR ACCEPTANCE OF PROPOSALS; WAIVER OF TECHNICALITIES AND IRREGULARITIES.

i) The County shall reserve the unqualified right to reject any and all proposals or accept such proposals, as appears in the County's best interest.

ii) The County shall reserve the unqualified right to waive technicalities or irregularities of any kind in responses to this RFP.

iii) In all cases, the County shall be the sole judge as to whether a Proposer's proposal has or has not satisfactorily met the requirements of this RFP.

iv) The County may reject any proposal that fails to conform to the essential requirements of this RFP.

- v) The County may reject any proposal that does not conform to the applicable specifications unless the RFP authorized the submission of alternate Proposals and the services offered as alternates meet the requirements specified in the RFP.
- vi) The County may reject any proposal that fails to conform to any delivery schedule or permissible alternates stated in the RFP.
- vii) The County may reject a proposal when the Proposer imposes conditions that would modify requirements of this RFP or limit the Proposer's liability to the County, since to allow the Proposer to impose such conditions would be prejudicial to other Proposers. For example, the County may reject proposals in which the Proposer:
  - (1) Protects against future changes in conditions, such as increased costs, if total possible costs to the County cannot be determined;
  - (2) Fails to state a fee schedule, if one is required.
- viii) A Proposer may be requested to delete objectionable conditions from a proposal provided the conditions do not go to the substance, as distinguished from the form of the proposal, or work an injustice on other Proposers. A condition goes to the substance of a proposal where it affects price, quality, or delivery of the services offered.
- ix) Any proposal may be rejected if the Procurement Director determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the proposal, but the prices for any individual line items as well.
- x) Any proposal may be rejected if the prices for any line items or sub-line items are materially unbalanced.
- xi) Proposals received from any person or concern that is suspended, debarred, proposed for debarment or declared ineligible as of the proposal opening date shall be rejected unless a compelling reason is given and a determination otherwise is made.
- xii) The Procurement Director must reject Proposals received from entities determined to be non-responsible.
- xiii) The originals of all rejected Proposals, and any written findings with respect to such rejections, shall be preserved with the documents relating to the RFP.
- h) After submitting a proposal, if all of a Proposer's assets, or that part related to the proposal are transferred during the period between the proposal opening and the award, the transferee may not be able to take over the proposal. Accordingly, the Procurement Director shall reject such a proposal.
- i) **PROTEST PROCEDURE**
  - i) **Right to Protest.** Any actual or prospective offeror or Proposer who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved prospective offeror, or Proposer knows or should have known of the facts giving rise to the grievance.
  - ii) **Authority to Resolve Protests.** The Procurement Director shall have authority to settle and resolve a protest by an aggrieved offeror or Proposer, actual or prospective, concerning the solicitation or award of a contract.
  - iii) **Decision on Protests.** If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing within ten (10) calendar days. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestant of the protestant's rights to appeal the decision of the Procurement Director.
  - iv) **Notice of Decision on Protests.** A copy of the decision of this Section shall be mailed or otherwise furnished to the protestant.



v) Finality of Decision on Protests. A decision under this Section shall be final and conclusive, unless a business adversely affected by the decision appeals administratively to the County Council in accordance with the Oconee County Code of Ordinances.

j) COMPLETE DOCUMENTS.

All supplementary documents and attachments are essential parts of this RFP and requirements occurring in one are as binding as though occurring in all.

k) CONTRACT ADMINISTRATION.

Questions or problems arising after award of this contract shall be directed to the Procurement Director by calling 864-638-4141. Copies of all correspondence concerning this contract shall be sent to the Procurement Director, 415 S. Pine Street, Walhalla, SC 29691. All change orders must be authorized in writing by the Procurement Director. Oconee County shall not be bound to any change in the original purchase order or contract without prior written approval of the Procurement Director.

l) COVENANT AGAINST CONTINGENT FEES.

The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure an award under this RFP upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. A breach or violation of this covenant, may result in the County annulling any agreement, without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

m) DEFAULT.

In case of default by the Successful Proposer, the County reserves the right to purchase any or all services in the open market, charging said Proposer with any excess costs. Should such charges be assessed, no subsequent Proposals of the defaulting Proposer shall be considered until the assessed charges have been satisfied. This clause does not limit the County's right to pursue any other claims or damages available at law or in equity.

n) SUBCONTRACTS.

Proposer shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor, with the proposed scope of work which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. Proposer shall not enter into any cost reimbursable agreements with any proposed subcontractor without County's prior written authorization. Notwithstanding any consent by the County to a proposed subcontract, Proposer shall remain responsible for all subcontracted work and services. Proposer agrees it shall be as fully responsible to the County for the acts and omission of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Proposer. Neither this provision, nor the County's authorization of Proposer's agreement with a subcontractor, the County's inspection of a subcontractor's facilities or work, or any other action taken by the County in relation to a subcontractor shall create any contractual relationship between any subcontractor and the County. Proposer shall include in each of its subcontracts a provision embodying the substance of this provision and shall present a copy thereof to the County before commencement of any work by a subcontractor. Proposer's violation of this provision shall be grounds for the County's termination of any agreement with Proposer for default, without notice or opportunity for cure. In addition, by submitting a response to this RFP, Proposer agrees to indemnify, defend, and hold the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor of Proposer (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

o) INSURANCE REQUIREMENTS.

i) Coverage Requirements:

The Successful Proposer shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed pursuant to the award stemming from this RFP by the Successful Proposer, its agents, representatives, employees or subcontractors. A Certificate of Insurance shall be submitted within ten (10) Calendar Days after the Notice of Award has been received by the Proposer and such coverage shall be maintained by the Successful Proposer for the duration of the contract period; for occurrence policies.

Commercial General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits:

- \$1,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence Limit
- \$50,000 Fire Damage Limit
- \$5,000 Medical Expense Limit

Business Commercial Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Successful Proposer, his agents, representatives, employees or subcontractors.

Minimum Limits:

- \$1,000,000 Combined Single Limit
- \$1,000,000 Each Occurrence Limit
- \$5,000 Medical Expense Limit

Workers' Compensation

Limits as required by the Workers' Compensation Act of SC, to include state's endorsement for businesses outside of SC. Employer's Liability, \$1,000,000.

Dieticians Professional Liability (Errors and Omissions Liability)

Professional Liability (if Engineering or Professional Services are required)

Minimum limits are \$1,000,000 per occurrence.

ii) Insurance Coverage Provisions:

- (1) Oconee County, its officers, officials, employees, agents, and volunteers shall be added as "additional insureds," as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- (2) The Successful Proposer's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
- (3) The Successful Proposer shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part.
- (4) All coverage for subcontractors of the Successful Proposer shall be subject to all of the requirements stated herein.
- (5) All deductibles or self-insured retention amounts shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either (1) the insurer shall reduce or eliminate such deductible or self-insured retention, or (2) the Successful Proposer shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

- (6) Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers, officials, agents, employees, and volunteers.
- (7) The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, agents, employees, or volunteers for any act, omission, or condition of premises for which the parties may be held liable by reason of negligence or otherwise.
- (8) The Successful Proposer shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company to bind coverage on its behalf - if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
- (9) All insurance shall be placed with insurers who are lawfully authorized to do business in the state of South Carolina, and who maintain an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval must be received from the County's Risk Manager.

p) **ASSIGNMENT OF AGREEMENT.**

No agreement may be assigned, sublet, or transferred without the prior written consent of the County.

q) **STATEMENT OF COMPLIANCE AND ASSURANCES.**

- i) Proposers shall be required to certify in writing, that the firm or agency represented in the proposal submitted complies with all applicable federal, state, and local laws/regulations.
- ii) Proposers shall be required to provide with each proposal a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this agreement.
- iii) A statement of Assurance, Compliance, and Non-collusion (see **Exhibit B** following this Section 1), along with other statements and certifications shall be provided to Proposers and be part of each response.

r) **DRUG FREE WORKPLACE ACT.**

It is the intent of the County to comply with the requirements of South Carolina's "Drug-free Workplace Act" as set forth in S.C. Code 44-107-10, et seq., and shall apply the same to all procurement actions involving an award for Fifty Thousand (\$50,000.00) dollars or more. Proposers shall be required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act (see **Exhibit C** following this Section 1). Failure to comply with this requirement shall result in rejection of a proposal.

s) **EXAMINATION OF RECORDS.**

The Oconee County Administrator or his duly authorized representative(s), and/or duly authorized representative from the Procurement Office shall until three (3) years after final payment under the agreement resulting from this RFP, have access to and the right to papers and other records involving transactions related to the agreement to be awarded hereunder.

t) **6% SOUTH CAROLINA SALES TAX.**

Oconee County is subject to South Carolina Sales Tax on all purchases of goods and services. Therefore, 6% sales tax must be added to all orders. When applicable, net prices as shown in the proposal shall exclude such tax amounts. By submission of a signed bid, the Proposer is certifying, under penalties of perjury, that the Proposer complies with Title 12, Chapter 36, Article 1 of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. The Proposer's signature below will certify to the County the Proposer's compliance.

u) **FAILURE TO SUBMIT PROPOSAL.**

Recipients of this solicitation not responding with a proposal should return the "No Proposal" form attached as **Exhibit D** following this Section 1). If a recipient does not submit a proposal or fails to respond by submitting a "no proposal" for three (3) consecutive proposals for the same commodity, they shall be removed from the applicable Proposer/Bidder list.

v) NON-APPROPRIATION

In case of non-appropriation of funds from the County, the federal government or otherwise, the County may terminate the Agreement in whole or in part without further obligation to the Proposer.

w) FORCE MAJEURE.

The Proposer shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without fault or negligence of the Proposer, including unavoidable delays occasioned by strikes, lockouts, acts of God, governmental restrictions, failure or inability to secure materials or labor by reason of priority or similar regulation or order of any governmental or regulatory body, enemy action, civil disturbance, fire, unavoidable casualties, or any other cause beyond the reasonable control of either party hereto. Provided, however, that any failure which the Proposer intends to rely upon as an excuse for failure to perform or failure to perform in a timely manner, shall only be considered by the County if the Proposer has given the County written notice of intention to rely upon such event within ten (10) calendar days after the occurrence giving rise to the delay. Upon the occasion of such event, the parties shall meet and confer, and any additional time necessary shall be fixed by the County, which determination shall be final.

x) IMPROPER INFLUENCE AND PROHIBITION OF GRATUITIES.

i) Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the Procurement Director is strictly hereby prohibited. Violation of this provision may result in suspension or debarment.

ii) Section 8-13-720, as amended, of the 1976 Code of Laws of South Carolina states:

No person may offer or pay to a public official, public member, or public employee and no public official, public member, or public employee may solicit or receive money in addition to that received by the public official, public member, or public employee in his official capacity for advice or assistance given in the course of his employment as a public official, public member, or public employee.

y) INDEMNIFICATION.

Proposer shall indemnify, defend, and hold harmless the County, its employees, council members, agents, attorneys, and officers from and against all losses, damages, claims, actions and causes of action, and all expenses, including, but not limited to, attorney's fees and costs, incidental to such losses, damages, claims, actions or causes of action related to Proposer's work stemming from or related to this RFP and all agreements arising therefrom. This obligation includes any losses, damages, claims, actions or causes of action of Proposer. This provision applies to, without limitation, liability resulting from (1) injury to or death of any person, (2) damage to real or personal property, (3) economic loss, and (4) any such other losses, damages, or claims related to the acts or omissions of Proposer or anyone acting under its direction or control or on its behalf. The provision applies regardless of the negligence of the County or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole gross negligence or willful misconduct of the County. Upon request of the County, Proposer shall, at no cost or expense to the County, defend any suit asserting a claim for any loss, damage, or liability specified above, and Proposer shall pay any costs and attorney's fees that may be incurred by the County in connection with any such claim or suit or in enforcing the provisions of this paragraph.

z) PROPOSER'S QUALIFICATIONS.

Proposals shall be considered only from Proposers who are regularly established in the business called for, and who in the judgment of the County are financially responsible and able to demonstrate sufficient evidence of their reliability, ability, experience, facility and personnel directly employed or supervised by the Proposer. Proposer must be able to render prompt and satisfactory service in the volume called for under the award. The County may make such investigation, as it deems necessary to determine the ability of the Proposer to perform the work. Proposer shall furnish to the County all such information and data as the County may request, including, if requested, a detailed description of the method and program of

the work which the Proposer proposes to perform. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional proposals will not be accepted.

aa) PROPOSER'S RESPONSIBILITY.

Each Proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work contemplated under this RFP. The failure or omission of a Proposer to acquaint itself with existing conditions shall in no way relieve the Proposer of any obligation with respect to this RFP or any agreement reached with the County.

bb) PUBLICITY RELEASES.

Proposer agrees not to refer to award of the Agreement in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Proposer shall not have the right to include the County's name in its published list of customers without prior written approval by the County. With regard to news releases, only the name of the County, type and duration of Agreement may be used and then only with prior written approval by the County. The Proposer also agrees not to publish, or cite in any form, any comments or quotes from the County Staff, unless it is a direct quote from the County Administrator, and only then with express written permission, noting that the content of the quote is accurate.

cc) SEVERABILITY.

If any term or provision of this RFP or any agreement resulting from this RFP shall be found to be illegal or enforceable, notwithstanding any such legality or enforceability, the remainder of this RFP or of such agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable therefrom.

dd) NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT.

The form attached as **Exhibit E** (to this Section 1) must be completed by any Proposers that are not residents of the state of South Carolina.

ee) ILLEGAL IMMIGRATION REFORM ACT.

By submitting a Proposal, the Proposer certifies that it is in compliance with Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, or that this law is inapplicable to the Proposer and the Proposer's subcontractors. An overview of this law is available at [www.procurementlaw.sc.gov/immigration](http://www.procurementlaw.sc.gov/immigration). The Successful Proposer agrees to provide to the County any documentation required to establish either: (a) Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, is inapplicable to the Successful Proposer or any subcontractor, of any tier, to the Successful Proposer; or (b) the Successful Proposer and any subcontractor, of any tier, to the Successful Proposer is in full compliance with Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended. The Successful Proposer will, at all times during the term of its agreement(s) with the County, be in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Successful Proposer shall indemnify, hold harmless, and defend the County against any and all actions, proceedings, penalties, or claims arising out of the Successful Proposer's failure to strictly comply with IRCA or Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended.

ff) SOUTH CAROLINA LAW CLAUSE.

Upon award of a contract under this RFP, the party to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business within the State. Notwithstanding the fact that applicable statutes may exempt or exclude the Proposer from requirements that it be authorized and/or licensed to do business in this State, by submission of a Proposal, the Proposer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising under, and/or related to, this RFP, the Proposal, and

any agreement reached between Proposer and the County, and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

gg) CONFIDENTIAL INFORMATION.

The County will mark as "*Confidential*" any information which the County considers to be proprietary, confidential information (the "County's Confidential Information"). The County's Confidential Information which may be as part of this RFP, or otherwise provided as a part of the procurement process, is the property of the County. Without the prior written consent of the County, the Proposer will not, at any time, use, publish, sell, deliver or otherwise disclose the County's Confidential Information to any third party. The Proposer will promptly advise the County in writing if it learns of any unauthorized use or disclosure of the County's Confidential Information. The County's Confidential Information is and shall continue to be the exclusive property of the County. Immediately upon the Award, the Proposer, if not the Successful Proposer, shall deliver to the County and certify the destruction and/or permanent deletion of all the County's Confidential Information and all copies of the County's Confidential Information, in any media or format, then in its actual or constructive possession or control and the Proposer shall cease using any of the County's Confidential Information.

The Proposer shall indemnify and hold harmless and defend the County from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of any unauthorized use or disclosure of the County's Confidential Information by the Proposer and shall defend all such claims in connection with any alleged infringement of such rights.

The undersigned Proposer has read and understands the provisions contained herein and agrees to be bound by same.

**PROPOSER**

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND RETURNED WITH PROPOSAL**

## EXHIBIT A to SECTION 1

### RFP 19-06 Inmate Food Services for Oconee County Detention Center

#### EVALUATION CRITERIA

**Note:** The Proposals will be publicly opened. Only the names of the Proposers will be disclosed at the opening. Contents of the proposal shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection after award. Proposals must be clearly marked “**CONFIDENTIAL**” for each part of the proposal that is considered to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976, *as amended* (“South Carolina Freedom of Information Act”). If any part is designated as “**CONFIDENTIAL**”, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure.

Oconee County shall evaluate each written proposal, determine whether oral discussions are necessary, then based on the content of the written proposal and any oral discussion, select the proposer best qualified for the project and which is most advantageous to Oconee County, based on the following factors listed below.

The evaluation criteria will be:

<b>1. Methodology and Technical Approach to the Program, Quality and Completeness of the Response of the Proposal</b>	<b>30%</b>
<b>2. Relevant Experience and References</b>	<b>30%</b>
<b>3. Transition Plan</b>	<b>5%</b>
<b>4. Corporate Capability – financial statements, use of subcontractors, insurance requirements</b>	<b>5%</b>
<b>5. Price Structure</b>	<b>30%</b>

Oconee County reserves the right to accept and/or reject any and all proposals received as a result of this request, and to negotiate with any and all qualified proposers. An award resulting from this RFP shall be made to the responsive and responsible proposer whose proposal is determined to be in the best interests of Oconee County, taking into consideration the cost and the evaluation factors set forth herein. Oconee County will be the sole judge as to whether a proposal has satisfactorily met the requirements of this RFP.

*Representatives of Oconee County will evaluate individual proposals. Any proposer determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further. Any proposer that has demonstrated poor performance during either a current or previous agreement with Oconee County may be considered as an unqualified source and their proposal may be rejected. Oconee County reserves the right to exercise this option as is deemed proper or necessary.*

**EXHIBIT B to SECTION 1**

**RFP 19-06 Inmate Food Services for Oconee County Detention Center**

**STATEMENT OF ASSURANCE, COMPLIANCE, AND NON-COLLUSION**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) The undersigned, as Proposer, certifies that every provision of this proposal has been read and understood.
- (2) The Proposer hereby provides the following representations and assurances:
  - (a) The Proposer represents that it has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of this RFP, the Work, the locality, local conditions, state, and local laws, ordinances, rules and regulations, as well as all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications; all as may be applicable to the Project and the Work or that may in any manner affect performance of the Work, including, those requirements, terms, and conditions contained within Section 4 (the "Proposal Form") of this RFP. The Proposer further represents that it has correlated its Proposal with the requirements of this RFP; and
  - (b) The Proposer shall comply with all requirements, stipulations, terms and conditions as stated in this RFP; and
  - (c) The Proposer currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this RFP; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this RFP; and
  - (d) The Proposer has not colluded with other Proposers possibly interested in this RFP in arriving at or determining prices and conditions to be submitted; and
  - (e) No person associated with Proposer's firm is an employee of Oconee County. Should Proposer, or Proposer's firm have any currently existing agreements with the County, Proposer must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
  - (f) Such agent as indicated below, is officially authorized to represent the firm in whose name the proposal is submitted.

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, Notary Public for the State of \_\_\_\_\_, do hereby certify

\_\_\_\_\_, by \_\_\_\_\_, its \_\_\_\_\_

(Name of Corporation or Entity)

(Signatory)

(Title of Signatory)

personally appeared before me this day and acknowledged the due execution of the foregoing.

Witness by my hand this \_\_\_\_\_ day

of \_\_\_\_\_, 2020.

\_\_\_\_\_

Notary Public for \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXHIBIT D to SECTION 1**

**RFP 19-06 Inmate Food Services for Oconee County Detention Center**

**NO RESPONSE**

If a "No Proposal" is to be submitted, please check the appropriate box(es) below and return this form, prior to the proposal opening date, to:

**Tronda C. Popham, Procurement Director**  
**Oconee County Procurement Office**  
**415 South Pine Street**  
**Walhalla, SC 29691**

Cannot respond to this solicitation due to the following reason:

- Do not sell or provide the requested goods or services
- Cannot comply with specifications/statement of work
- Specifications/statement of work is unclear
- Cannot meet delivery or period of performance
- Delivery/period of performance is unreasonable
- Cannot meet the bond requirements
- Not enough time to prepare proposal
- Plan to subcontract
- Job is too large
- Job is too small
- Other(please specify) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT E to SECTION 1**



STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
**NONRESIDENT TAXPAYER  
REGISTRATION AFFIDAVIT  
INCOME TAX WITHHOLDING**

**I-312**  
(Rev. 7/28/06)  
3323

**Mail to: The company or individual you are contracting with.**

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: \_\_\_\_\_

2. Trade Name, if applicable (Doing Business As):  
\_\_\_\_\_

3. Mailing Address: \_\_\_\_\_

4. Federal Identification Number: \_\_\_\_\_

5. \_\_\_\_\_ Hiring or Contracting with:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_ Receiving Rentals or Royalties From:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_ Beneficiary of Trusts and Estates:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):  
 The South Carolina Secretary of State or  
 The South Carolina Department of Revenue  
Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both. Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

\_\_\_\_\_  
Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) \_\_\_\_\_ Date

If Corporate officer state title: \_\_\_\_\_

\_\_\_\_\_  
(Name - Please Print)

33231010

## SECTION 2 INTRODUCTION & BACKGROUND

The Sheriff's Department of Oconee County, South Carolina ("the Owner") invites proposals from all experienced Inmate Food Service Operations for the Oconee County Detention Center, (hereinafter referred to as "Facility or The Facility") located at 300 S. Church Street, Walhalla, SC. The Proposer will provide a full range of Inmate Food Service Operations for the inmates of the Facility.

The Average Daily Population (ADP) of the Detention Center in calendar year 2019 was 190 inmates. The average length of stay for inmates is approximately 12-14 days. Based on past history, the ADP rises moderately during the spring and continues to rise during the summer, often peaking in early fall, then decreasing in November and December. In 2019, eight monthly ADPs exceeded 180, seven of those exceeded 190 and two exceeding 200. The proposal will be based on an ADP of 200 for the first contract year. See Attachments 1 and 2 for historical ADP numbers.

The individual, firm, partnership, manufacturer or corporation to whom the contract is awarded by Oconee County and who is subject to the terms thereof, for bidding purposes shall be addressed in this document as the Respondent, Proposer, Vendor, Firm, Contractor and Consultant; all of which terms are synonymous.

The initial term of this annual contract shall be for a period of one (1) year from the date of the executed agreement. There shall be four (4) options to renew for one (1) year periods. Renewal options are for four (4) successive 12-month periods.

### **Background:**

The County is located in extreme northwestern South Carolina in the region known as the piedmont. The County has an area of 625 square miles and a population of approximately 75,000 residents. The County is situated on the Interstate 85 corridor and is the closest South Carolina community to metro Atlanta, Georgia. The County is a political subdivision of the State of South Carolina and is just west of the City of Clemson. The County seat is Walhalla, South Carolina and the County is governed by a five-member Council. The Council is comprised of five District Council members, one of whom serves as the Chairperson, and all of which serve four year staggered terms.

This is a pre-trial and prison Facility and holds all classifications of inmates. The Facility has a 244 bed capacity and the primary objective of this proposal is a contracted Inmate Food Operations, which will operate in an efficient and effective manner, and maintain the security of the Facility. The successful Contractor will indicate a willingness to meet the County's requirements.

The Oconee County Detention Center is located at 300 South Church Street within the municipal limits of Walhalla, S.C. The Detention Center is classified by the state as a Type IV facility in that it is a combined jail and prison for male and female adults (17 years of age and older). It has a rated capacity of 200 inmates but routinely holds 190-200 (or more) inmates with security classifications ranging from minimum to maximum. The facility houses all persons arrested by the Sheriff's Office and the police departments of the five municipalities located in Oconee County (Seneca, Walhalla, Westminster, Salem and West Union). OCDC also houses persons arrested by state law enforcement agencies (Highway Patrol; Department of Natural Resources; Probation; Parole and Pardon Services; State Law Enforcement Division, et al) for crimes committed within the territorial jurisdiction of Oconee County. Inmates sentenced to 90 days or less by city judges, county magistrates or the circuit court are housed here. Those prisoners with a cumulative criminal sentence of more than 90 days are transferred to the S. C. Department of Corrections. OCDC also houses those inmates sentenced for up to one year terms by Family Court. The County also houses four to fourteen state prisoners, sentenced to SCDOC, but return to the County to perform work pursuant to the Designated Facilities agreement with SCDOC. The County is responsible for these inmates' medical care while they are housed at OCDC.

Currently Inmate Food Service preparation and delivery is outsourced to a Food Service Company with assistance of inmate Trustees.

## SECTION 3 SCOPE OF SERVICES

### 3.1 INTRODUCTION

The successful proposer is expected to deliver high quality inmate food services to the inmates and staff of the Facility. It shall demonstrate an understanding of the County's goals and objectives for this RFP. All interested Proposers are required to submit a proposal, which fully defines their methodology and ability to fully meet the requirements defined below.

- 3.1.1 The food service requirements are currently being outsourced to a Food Service Company. A carefully coordinated phase-in/phase-out will be required between the current provider and the Awarded provider so that there are no adverse effects of any kind on the day to day food service requirements of the Facility. Specific details on this coordination will be worked out with the successful Proposer.
- 3.1.2 Include a complete fourteen (14) day staffing schedule, by shift and by positions, which shall include start and finish time, total hours worked per week, and pay rates for each individual.
- 3.1.3 The Proposer shall provide a detailed plan, including menus for the Inmate and Staff Dining operation. The Proposer must also provide alternate grill orders and a salad bar to allow staff a substitution for the regular menu line. The salad bar shall be fresh and well stocked.  
Staff meals will be approximately:
  - 8 breakfasts available from 6:00am to 6:30am.
  - 15 lunches with salad bar available from 12:00pm and 2:00pm.The Proposer will also ensure there is the correct amount of staff to operate the kitchen area and supervise inmate workers.
- 3.1.4 Due to the complexity of this service, the On-Site manager should reside no more than a one (1) hour drive or 50 miles from the Jail Facility during the performance of the agreement. Therefore, upon award, the selected Proposer must provide the home address and cell phone number for the On-Site Manager.
- 3.1.5 If the successful proposer utilizes inmate workers, it shall provide supervision and training to the inmates in food services delivery and management.
- 3.1.6 Deliveries to the facility will be accepted M-F 8:00 a.m. to 4:00 p.m.

### 3.2 QUALIFICATIONS AND SPECIFICATIONS

- 3.2.1 The Proposer shall furnish all necessary labor, tools, equipment, transportation, supervision, and all effort necessary to perform high quality, professional services and to complete the specifications herein this RFP Package 19-06.
- 3.2.2 The Proposer shall be responsible for meeting all applicable state regulations and local codes including obtaining any necessary permits and food service licenses as mandated by federal, state, local public health and other authorities. All required taxes, licenses and permit fees will be paid by the successful proposer.
- 3.2.3 The successful proposer shall have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements. Personnel must include a full-time corrections experienced Registered Dietitian available for menu development. The Registered Dietitian does not have to be on-site, but must be part of your personnel. **Include certification for the Dietitian with your proposal.**
- 3.2.4 The successful proposer will be required to allow the Sheriff's Office to use kitchen facilities periodically for special events sponsored by the Sheriff's Office. Such events will be coordinated by the Sheriff Office in such a way as to minimize any inference with normal feeding schedules. In such instances, the contract will not be held liable for accidents or occurrences involving death, bodily injury, and damage to tangible property or equipment.
- 3.2.5 The County has consistently used typical Serving Trays in a sufficient quantity for current inmate population; the Contractor will provide and maintain at its expense, a sufficient number of insulated serving trays (including washing, draining, storage racks and transportation carts if needed) of adequate type and quality to service the

inmate population during the life of this contract, including replacement of unusable trays and acquisitions of additional trays due to population increases. The awarded vendor should plan on supplying 300 serving trays and submit material specifications for serving trays and food delivery carts with their proposal. Quantity of carts should be based on vendor's plan to operate food service within the facility. The awarded vendor should plan on supplying approximately 20 rubber trays for special needs inmates (i.e., suicidal or violent).

- 3.2.6 The contractor will be responsible at all times during all phases of operations to ensure the proper security of equipment (including tool and knife control) and the efficiency of the food service system. A weekly inventory of trays, cups, utensils, and small wares will be made and reported to the Jail Administrator. Items destroyed or thrown away by employees or inmate workers will be the responsibility of the Contractor and must be replaced at no expense to the County. Equipment damaged by the Contractor or inmate workers through negligence or inattentive supervision will be the responsibility of the Contractor and must also be replaced at no expense to the County. The Contractor is expected to utilize preventive maintenance and corrective maintenance either through an outsider repair & maintenance source or through its own maintenance staff to properly maintain equipment. The County will be responsible for repairing faulty, inoperable equipment that is **not** a result of damage by the Contractor or inmate workers through negligence or inattentive supervision.
- 3.2.7 At the successful proposer's own expense, Oconee County will allow the successful proposer to add additional equipment. Proposer shall notify Oconee County Sheriff's Office of the purchase of the new equipment and shall add the new equipment to proposer's inventory list of provided equipment, subject to the approval of the Oconee County Sheriff's Office.
- 3.2.8 The successful proposer shall exercise reasonable care and precaution in the use of all Oconee County Government owned equipment and facility.
- 3.2.9 Upon termination of the contract, successful proposer shall yield the Oconee County owned equipment and space to the County, in as good a condition as when received except normal wear and tear and damages caused by reasons clearly beyond the proposer's control.
- 3.2.10 Oconee County will not be responsible in any way for damage or loss caused by fire, theft, or accident to the successful proposer's stored supplies, materials or equipment, or the employee's personal belongings. Any personal injury or physical damage to the building or equipment resulting from fire or the causes shall be reported to Oconee County Sheriff's representatives.

### **3.3 PROPOSER'S RESPONSIBILITIES**

- 3.3.1 Food services will provide meals for all inmates in the Facility. The specific meal count will be as specified by Jail Administrator or his/her designee, based on actual inmate census data. The Proposer will assume responsibility for the following items:
  - A. All Food products
  - B. All salaried and hourly labor.
  - C. All supplies including hygiene supplies to serve food and all cleaning supplies. China, trays, tray covers, drinking glasses, cups, bowls, plastic ware, paper products, serving utensils, silver replacement and all cooking and serving utensils and supplies. (Note: due to security considerations the Jail Administrator will approve all specific items that come into direct contact with inmates such as eating utensils, cups, etc. to assure that none can be used by inmates as weapons or for other destructive purpose). The County will provide inmates an assigned cup and spork that will remain with them during their time in the OCDC.

### **3.4 FINANCIAL AUDITS**

- 3.4.1 Oconee County reserves the right to have its authorized representative(s) request verification of all amounts reported by the Proposer.
- 3.4.2 Oconee County reserves the right to conduct periodic independent audits of the contractor's financial records relating to this contract for inmate food services.

- 3.4.3 Successful proposer agrees to hold and retain all operating information for a period of thirty-six (36) months after the termination of the ensuing contract agreement and allow Oconee County the unrestricted right to audit this information.
- 3.4.4 Successful proposer agrees to submit any data required by Oconee County within fifteen (15) calendar days after oral or written request.
- 3.4.5 Successful proposer will be required to maintain complete records during the life of the contract. Such records are to be made available to the County for reviewing by a designated County auditing staff. If such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by either party to correct the erroneous charges.

### **3.5 COUNTY'S RESPONSIBILITIES**

3.5.1 The County will provide the following:

- A. Kitchen facilities will be equipped and fully operational.
- B. Utility services include heat, refrigeration, air condition, water, and telephone service (except long distance services).
- C. Building Maintenance services through contracted maintenance staff and/or outside sources, including fire safety/alarm safety systems in kitchen area. It will not include maintenance or repair services for kitchen food preparation storage equipment (such as cooking equipment, freezer, coolers, dishwashing equipment, etc.)
- D. Janitorial services outside the food preparation service, receiving and storage areas-excluding vents/ducts/hood over cooking island.
- E. Reasonable and adequate physical security for the Proposer's employees, suppliers, managers, and visitors via Camera System and periodic walk thru by Guards.
- F. Oconee County shall provide pest/rodent control at the food service facilities at the County's expense. The successful proposer is responsible for notifying the Facility's manager of specific pest/rodent problems in the food service area as they occur.

### **3.6 STANDARDS OF RESPONSIBILITY**

- 3.6.1 The successful Proposer must demonstrate to the satisfaction of the County proven capability in all aspects and to perform fully the contract requirements. Proposer shall assume full responsibility for the acts of its personnel.
- 3.6.2 The successful proposer agrees to employ permanent full or part-time employees and not rely on a temporary staffing service to provide employees for service delivery.
- 3.6.3 Persons employed by the successful proposer to work on site must agree to a SC SLED Criminal Records Check, which will be conducted and paid for by the Sheriff's Office, before being allowed in the institution; those who do not successfully pass such an examination will not be allowed in the Facility.
- 3.6.4 All employees will be required to wear Sheriff's Office identification badges at all times when on duty in the Facility; the identification must be surrendered to the Sheriff's Office upon termination of employment at the Facility. The Sheriff or Jail Administrator will have the right to suspend contract employee access to the Facility based upon legitimate security concern.
- 3.6.5 The successful proposer must furnish evidence of a "Drug Free Workplace." All successful Proposers' employees must be pre-employment and random drug tested.



- 3.6.6 Contractor Employees will be required to successfully complete initial orientation training conducted by facility training staff related to facility security, inmate worker supervision and the Prison Rape Elimination Act (PREA) and at least annual training thereafter.

### 3.7 PERFORMANCE MEASURES

- 3.7.1 The Inmate Food Service provider must successfully pass all required health and sanitation inspection whether by County/State/Federal officials and shall maintain a rating of a Grade "A" or "equivalent" numerical score by the South Carolina Department of Health and Environmental Control at all times.
- 3.7.2 The successful proposer must stay in compliance with all applicable food preparation and service, health, sanitary and other regulations and laws, including but not limited to those provisions of *Minimum Standards for Local Detention Facilities in South Carolina* related to food service, and food protection and preparation regulations of the South Carolina Department of Health and Environmental Control (DHEC).
- 3.7.3 The successful proposer agrees to a goal of zero public health infractions, over the life of the contract. Failure to achieve this goal could lead to termination of the contract.
- 3.7.4 Oconee County reserves the right to inspect the food service facility at any time and to provide the successful proposer with a comprehensive review and deficiency report, if any, for the following:  
Service quality, attentiveness, courtesy and similar factors  
Food quality, presentation, merchandising  
Sanitary practices and conditions  
Personnel appearances  
Safety conditions
- 3.7.5 Representatives of the Oconee County Sheriff Office reserve the right to frequently inspect and taste all food prepared.

### 3.8 STAFFING

- 3.8.1 The successful proposer shall employ and maintain a sufficient staff level to ensure a safe, efficient and secure operation of the Facility's kitchen.
- 3.8.2 Inmate worker labor is available to supplement the contractor staff in varying and fluctuating quantities. There are currently four to eight inmates working in food service daily. No specific amount of inmate labor can be guaranteed by the County; however, inmate labor will be made available when possible. The Food Service Manager will be responsible for supervising inmate labor whenever such labor can be made available.
- 3.8.3 The successful proposer shall submit a staffing chart for the overall operation indicating the actual staffing levels they propose to provide. Proposer's employees will be required to submit to periodic health examinations as required by law and to submit evidence of compliance with all health regulations.
- 3.8.4 Staffing restrictions:
- A. **Cooking:** Cooks (employees of the proposer) will perform all major cooking functions and will operate all mechanical equipment (such as slicing machines, food choppers, meat grinder, mixing machine). Inmates will be permitted to assist cooks in opening cans/boxes, preparation of food (panning bacon, making patties, cleaning/cutting vegetables, breaking eggs, etc.), and dishing up food from bulk cooking utensils. They also will be permitted to assist the cooks by doing minor cooking, such as making pancakes, and similar activities.
  - B. **Dishwashing:** Employees of the proposer will supervise the machines. Inmates will be allowed to actually perform such functions as filling the machine with water, placing the dishwashing material in dispensers, starting/stopping the machine, cleaning the interior of the machine, and maintaining temperatures. Inmates will also be permitted to be involved in other sanitation activities, such as mixing machines, slicers, food choppers, steam kettle, ovens, and ranges.

- C. **Other:** Inmates will be permitted to be involved in any activity connected with the transportation, and service of food and general kitchen work (trash removal, storage of food, etc.).

### 3.9 GENERAL SPECIFICATIONS

3.9.1 The proposed plan of operation is as follows:

- A. Food is prepared in the kitchen and placed in serving trays. Beverages are to be individual serving packets. Proposer should explain how temperature of food will be maintained prior to service, i.e. insulated trays, insulated food carts, etc.
- B. Serving trays and beverage packets are loaded onto food delivery carts and transported to inmate housing areas where they are dispensed into each section. Inmates eat their meals in their assigned housing units or cells.
- C. Trays are picked up after meal times and returned to the kitchen for cleaning and drying, and reused at the next mealtime.
- D. Inmates shall be served three (3) Hot meals a day.
- E. Approximate meal times as projected by SCAC Staffing Study are:

Breakfast	5:00 a.m. – 6:00 a.m.
Lunch	10:30 a.m. – 11:30 a.m.
Dinner	4:00 p.m. – 5:00 p.m.

- 3.9.2 Special arrangements must be made for feeding inmates booked in to the facility before or after scheduled meal times.
- 3.9.3 Sample food trays are refrigerated daily and kept available for three (3) days for inspection by the Sheriff's Office or other regulatory officials, or as required by SCDHEC.
- 3.9.4 The proposer will provide sack lunches for inmates, as stated in Section 3.10.7, along with the breakfast trays. These sack lunches will be provided instead of a hot lunch tray for inmates that may miss the regular scheduled lunch.
- 3.9.5 The proposer will provide Staff Meals that shall include substitutions for the regular inmate menu line which will meet or exceed the minimum standards outlined. The staff meals are to be provided during the following hours Monday - Sunday. Staff members eat before or after food service to inmates has been completed. (Actual number of staff meals will be collected at time of ADP each day.)

- Breakfast: 6:00 am - 6:30 am, estimated at 8 staff
- Lunch: 12:00 pm - 2pm, estimated a 15 staff

Staff Meals shall include

- A. Alternate grill orders
- B. Choice of one entrée is to be offered. Each Entrée is to be accompanied by one starch, one vegetable choice, one dessert, and choice of tea (sweet and unsweet) or milk (skim and 2%).
  - a. Milk shall not be served if past 'Use by Date'.
- C. Salad bar with tossed greens / vegetables  
Examples of items included on Salad Bar
  - a. Three fresh vegetables
  - b. One meat or fish protein (ex. Diced ham)
  - c. Two types of cheese
  - d. Four salad dressings (one must be low or no fat)
  - e. No fewer than three dry toppings (croutons, sunflower seeds, Chinese noodles, imitation bacon bits, etc.)
- D. Peanut Butter, Jam, and Bread should be readily available daily

- E. Individual butter and margarine packets should be readily available daily
- F. A snack bag shall be available for night shift staff. Provide a list of items to be included in the snack bags. Approximately 4-8 per night.

### 3.10 RESPONSIBILITIES OF THE INMATE FOOD SERVICE OPERATION

- 3.10.1 The Contractor shall provide at least three (3) inmate meals at regular meal times during each day with no more than thirteen (13) hours between the evening meal and breakfast. Proposers must submit a 28-day cycle of the menu to be served; this menu is the basis for your quotation, without exception. Proposers must also submit a twenty-eight (28) days menu to demonstrate their compliance with the requirements stated within this RFP. A weekly analysis of each menu will not be accepted.
- 3.10.2 Portion sizes are 'as served', not raw sizes. The cooked meat weight per serving is indicated in parenthesis for combination entrees. For example: Beef, Macaroni, and Tomato Casserole 10 oz. (2 oz. meat) and Sloppy Joe 4 oz. (2 oz. meat). **No Bone material shall be allowed in the Detention Center.**
- 3.10.3 Food Service provider shall provide menu with sufficient daily caloric intake by recommendation of a registered Dietician in accordance with guidelines of the American Correctional Association for both detained Inmates and "Off Site Inmate Workers" (such as animal shelter, litter detail). An item-by-item computer nutritional analysis of the menu with a weekly summary indicating the percentage of compliance to the highest RDA values for the population shall be submitted with the proposal. Each item on the menu shall have specific nutritional values based on recipes, which will be used in the Facility. For example, the specific calorie, protein, fat, sodium, calcium, iron, and vitamins in the recipe, which will be used for Beef, Macaroni, and Tomatoes and all other meal items, shall be separately identified on the computer analysis. The products and recipes must meet the calorie requirements.  
 \*For purposes of this RFP to ensure all vendors deliver comparable pricing, all vendors should use a daily minimum calorie intake of 2800 calories. Upon contact award, the required 28-day menu must be compliant with local, state and federal requirements and submitted to these same agencies as required.
- 3.10.4 The quantity and type of meat on the menu must comply with specifications or the request for proposal will be rejected. At least (1) time a week an unprocessed, non-ground meat shall be served for lunch or dinner. Soy extender shall not be used. Minimum meat grade shall be Select (Formally Good) or better. The maximum breading on portioned beef and poultry items shall be one (1) ounce. Breaded fish shall be a maximum of 40% breading. The quantity of meat/eggs/cheese on the menu shall be a minimum average of 6.5 ounces of cooked, served weight per day. The weight shall exclude breading and bones. **No Bone material shall be allowed in the Detention Center.** All breakfast shall include some type of meat or eggs. Combination dishes such as spaghetti shall include a minimum of two ounces of cooked meat. If any meat product is not acceptable by the population, it shall be discontinued.
- 3.10.5 Only 100% fruit juice may be used as a breakfast fruit serving. Biscuits, cornbread, and cakes are all cut to yield forty-eight (48) servings per standard sheet pan. No stale, out of date, or damaged food products may be used.
- 3.10.6 Jelly is required for all breakfasts unless pancake syrup or breakfast gravy is provided. Salt and pepper packs are required to be served with the meals.
- 3.10.7 A sack lunch shall be provided for inmates who miss the service of the regularly scheduled meal due to courts, work assignments, or late book-ins. The lunch shall consist of one (1) sandwich with a total of four (4) ounces of meat/cheese; two (2) condiments, one (1) fresh fruit, one (1) packaged dessert item, and one (1) packaged or packet beverage. Estimate of sack lunches required on a daily basis is 18 meals.
- 3.10.8 A snack bag shall be available 24/7 for diabetic and pregnant inmates. Provide a list of items to be included in snack bag. Currently medical snacks consist of beverage (milk or sugar free Gatorade – depends on blood sugar level) and peanut butter sandwich. We average six per day (diabetic and pregnancy). These snack bags are distributed by OCDC Correctional Officers.
- 3.10.9 Dietary Supplements, such as Ensure, Boost, Glucerna shall be provided by the food service provider. These supplements shall be readily available 24/7 and will be distributed by OCDC Correctional Officers. Estimate three per day.

- 3.10.10 A twenty-four (24) hour staff coffee service shall be available and included in the per meal price for the breakroom, kitchen and / or other designated areas. The successful proposer will provide the coffee, filters, condiments (sugars, creamer, etc.), and the County will provide the coffee makers with standard pot size of 30 cups. (The County will provide coffee cups.)
- 3.10.11 For all in house meals, "Off Site inmate workers" shall be provided heavier portions, in accordance with section 3.10.3. For off-site meals (lunch) inmate workers' (animal shelter, litter detail) meal shall be provided in individual coolers with adequate ice packs to ensure food safety. The lunch shall consist of a minimum of two (2) sandwiches with a total of four (4) ounces of meat/cheese per sandwich; two (2) condiments, one (1) fresh fruit, one (1) packaged dessert item, one (1) packaged or packet beverage and two (2) 16oz bottle of water. Average of 4-10 off-site meals M-F, 2 on Saturday, and 2 on Sunday.
- 3.10.12 Only wholesome products may be purchased or used in production. Proper food sanitation and storage shall be maintained.
- 3.10.13 All meals must be supervised to result in items with the appropriate appearance and taste.
- 3.10.14 The vendor shall incorporate appropriate USDA commodities on the menu. The state fair market value of used commodities shall be credited to offset the price of the meal. All required inventory and accounting procedures shall be followed.
- 3.10.15 Recipes for all items shall be available and utilized.
- 3.10.16 All maintenance expense of the kitchen equipment is the responsibility of the successful Proposer. Any outside vendors shall submit an Insurance Certificate showing General Liability and Worker Compensation. Oconee County shall be listed as the additional insured or the certificate holder.

# SECTION 4 PROPOSAL FORM

Name of Party making the Proposal: \_\_\_\_\_

To: Procurement Director for Oconee County

Re: **INMATE FOOD SERVICES FOR OCONEE COUNTY DETENTION CENTER RFP No. 19-06**

1. Pursuant to RFP # 19-06, including all accompanying and referenced documents, the undersigned submits the following:

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested Services. The Technical Proposal shall be arranged and include content as described below. All in strict conformity with the Agreement, including all exhibits and addenda thereto, the undersigned party making the Proposal hereby submits the following Proposal items:

- A) **Executive Summary** - The executive summary shall include a brief statement of approach to the work, understanding of the RFP's goals and objectives and demonstrated understanding of the potential problems and concerns. **Attach as Schedule A.**
- B) **Methodology and Technical Approach to the Program, Quality and Completeness of the Response of the Proposal** Submittal of statement of work, commitment to the program and understanding the scope of the proposal. The quality and effectiveness of the proposed approach to accomplish the tasks in the scope of work. The ability to clearly articulate the needs of the County and the capacity to address that need will also be a factor in the selection process. Firm must have proven ability to accomplish the services in a professional, thorough and timely manner. This section should include the following: **Attach as Schedule B.**

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. Address the management approach, qualifications and specifications to completing the services identified in the Scope of Services, including procedures for providing safe, sanitary and secure inmate food service management, including supervision and control of inmate labor and internal security of products and equipment available to inmates.
3. Proposer must fully explain their emergency operation plan for the facility which must include an alternative kitchen facility capable of preparing the meals required under this contract without undue delay of normal meal times. Describe the location, equipment, facilities and plan of operation for such emergency meal preparation which could be required because of disruptions due to suppliers strike, job action by employees, loss of utilities, loss of use of the kitchen facility due to conditions beyond the contractor's control, equipment failure, etc.
4. Proposer must fully explain its standard plan of operation for the facility including, but not limited to, recruitment, in-service training, purchasing, preparation, inmate relations, sanitation, and change over plan, facility planning, meal service contingency plans, relief labor and any additional equipment required.
5. Proposer shall include a method to monitor inmate preferences and to make acceptable adjustments. A sample meal quality assurance assessment form shall also be submitted.
6. Provide a strategy for operation considering the facilities' design should a shutdown period occur for renovation in this facility.

7. Proposer shall submit a proposed sample menu for regular inmate meals covering a period of twenty-eight (28) days to demonstrate their compliance with the requirements as stated below:

**STANDARD 28 DAY CYCLE MENU** - The twenty-eight (28) days sample inmate menu shall be certified in the proposal, by a registered dietician with a signed nutritional compliance statement for the age and sex of the population. A copy of the dietician's ADA registration card shall be submitted with the proposal. Annually the Contractor's dietitian shall review and certify the inmate menu. In addition, all menu revisions shall be certified by the County Detention Center administrator. There will be no exceptions to this standard menu.

Additionally, the Proposer will be required to submit a proposed sample menu for all special diets for religious or medical reasons covering a period of seven (7) days to demonstrate their compliance with the requirements stated within this RFP.

The following Special (therapeutic / religious) diets are currently being served:

**Diabetic** – average of four per day

**Food Allergy** – average five per day

**Religious diets** – average of two per day (no pork or gelatin products, substitute chicken or beef patty and alternate dessert)

**Kosher diets** – average three per month (shall not be served past expiration date)

8. Proposer should plan on supplying 300 serving trays and **submit material specifications for serving trays and food delivery carts with their proposal**. Quantity of carts should be based on vendor's plan to operate food service within the facility. The awarded vendor should plan on supplying approximately 20 rubber trays for special needs inmates (i.e., suicidal or violent).

- a. All trays shall fit through the Food Pass Door in the cell door. Opening is 5 inches high and 16 inches long. **As shown in Attachment #5.**

9. A snack bag shall be available for night shift staff. **Provide a list of items to be included in the snack bags.** Approximately 4-8 per night.
10. A snack bag shall be available 24/7 for diabetic and/or pregnant inmates. **Provide a list of items to be included in snack bag.** Currently medical snacks consist of beverage (milk or sugar free Gatorade – depends on blood sugar level) and peanut butter sandwich. We average six per day (diabetic and pregnancy).
11. Any other information you feel is relevant to providing the services required herein.

C) **Relevant Experience and References-** Provide the organizational structure and the capacity of staff for the project. Identify individuals and certification of individuals assigned to the project. Consideration will be given to respondents demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP. Proposal responses should detail the following: **Attach as Schedule C.**

1. Provide a brief description of your organization. Proposer must address company's history and background, size of organization (staffing, sales, mission and values). Any recent and/or anticipated changes in organization ownership and/or management must be addressed in the proposal submission.
2. The Proposer shall provide an organizational chart depicting the personnel to be used on the Project, their areas of expertise and the chain of command. The Food Service Director must have five (3) years of previous Correctional Facility experience. Provide resume on key team members including of the onsite-manager and organize according to the following: 1) Name and title, 2) Professional Background, 3) Certifications and 4) Registered Dietitian Certification.
3. The successful Proposer must have at least five (5) years' experience in operating a quality correctional inmate food services system, with facilities housing a minimum of 242 inmates and have operated mobile carts in a meal delivery system. This should include other county governments. Provide a description of the experience of the firm on similar projects. Must have corporate (not individual) inmate food service experience which meets or exceeds the qualifications contained in this request for proposal. This experience must be clearly demonstrated

4. The proposer shall detail training as part of the vendor's overall vocational training program. Evidence of successful implementation and three (3) references from current clients that have the program in place at time of submission of this proposal shall be provided. Provide information on the technical experience, education and experience of your company's team members who will be dedicated to provide services.
  5. References must have utilized proposer for at least three (3) full years of demonstrated satisfactory services at their Facility. All references must have current contact information. In accordance with the minimum qualifications required for this RFP, identify three (3) similar size facilities, which the Proposer has under contract for Inmate Food Services. List at least three (3) other projects where Correctional Food Services were provided in the past five (5) years by your firm. This should include other state, county and city governments and provide up to date contact information. The County reserves the right to obtain references from any of the parties listed.
- D) **Transition Plan**-Proposer must provide a schedule for transition which includes all required approvals from local and state regulatory agencies to begin serving food to inmates and staff no later than July 1, 2020, pending County Council approval of award on June 2, 2020. **Attach as Schedule D.**
- E) **Corporate Capability** – Proposer must submit documents showing the financial stability and management resources of the proposing firm. **Attach as Schedule E.**
- F) **Price Structure**- The Fee Proposal shall include current information and shall be arranged and include content as described below: **Attach as Schedule F.**

#### **Section 1 – Fee Schedule for Services**

The Proposer shall provide proposed fees as outlined in **Inmate Food Services for the Oconee County Detention Center RFP 19-06 Meal Fee Proposal** Sheet below. The Proposer may provide proposed fees for any other services that are not included in this schedule but that can be provided by the Proposer and that are consistent and responsive to the services requested in this RFP.

Oconee County expects the proposed fees for this RFP to remain firm during the contract term. If there are price increases proposed, they must be submitted in writing to the Director of Procurement no later than sixty (60) days prior to contract renewal. The price increase must agree within the parameters of the **Consumer Price Indexes (CPI)** program data on changes in the prices paid by urban consumers for a representation of services, which must be supported with documentation. Price changes must be approved by the Director of Procurement and the user Departments. Should price changes not be acceptable to both parties, the contract will not be renewed.

Proposer must provide a detailed price structure for the services requested in the RFP. Prices for alternate (special diet, religious diet, etc.) must be included. Consider the competitiveness of pricing for food and beverages of the same or superior quality as those offered by competing proposers. This section may be marked "CONFIDENTIAL" and will not be subject to disclosure as part of a public records request.

**MEAL FEE PROPOSAL**  
**Inmate Food Service for the OCDC-**  
**RFP # 19-06**

ITEM No.	DESCRIPTION	PRICE Per Each Meal
1.	<b>Guaranteed price per Inmate Meal, to include Sack Lunch</b> (projected ADP is 200)	
	ADP 120-130	
	ADP 131-140	
	ADP 141 - 150	
	ADP 151-160	
	ADP 161-170	
	ADP 171-180	
	ADP 181-190	
	ADP 191-200	
	ADP 201-210	
	ADP 211-220	
	ADP 221-230	
	ADP 231-240	
	ADP 241-250	
2.	<b>Guaranteed price per Off-Site Inmate Worker Meal</b> (projected 4 to 10 per day)	
3.	<b>Guaranteed price per Diabetic Meal</b>	
4.	<b>Guaranteed price per Diabetic and/or Pregnant Snack Bags</b> (average 6 per day)	
5.	<b>Guaranteed price per Food Allergy Meal</b>	
6.	<b>Guaranteed price per Ethnic/Religious Meal</b>	
7.	<b>Guaranteed price per Kosher Meal</b>	
8.	<b>Guaranteed price per Staff Meal – to include salad bar at lunch</b> (average daily staff meals, breakfast and lunch, served is 23 total)	
9.	<b>Guaranteed price per Night Shift Snack Bags</b> (projected 4-8 per night)	

**NOTE: All charges listed above are inclusive; the County will not be responsible for charges that are not included on this price sheet.**



**COST OF SMALL WARES** – Provide a list of small wares that the vendor will provide upon start-up, with associated costs, based on an ADP of 200. A lump sum price may be submitted with the RFP, but an itemized invoice will be provided to the County before payment will be made. Vendor will be responsible to replenish small wares as needed after initial startup throughout contract lifespan.

**G) Subcontractors** - The name, experience and percentage of work to be performed by any subcontractors who shall receive any subcontract. **Attach as Schedule G.**

**H) Insurance** – Complete the statement that the undersigned will comply with the insurance requirements stated in General Information, section (6) (o), as required. **Attach as Schedule H**

Each individual Proposal shall be evaluated based on the requirements and specifications and all other portions of Proposal documents, and shall include all items necessary to perform the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Agreement and all supplies, transportation, facilities, equipment, labor, and services required to perform and complete the work, and any and all bonds, insurance and submittals, pursuant to the requirements of the Proposal Package, including, but not limited to, the Agreement and all Proposal documents, whether or not expressly listed or designated.

It is understood that the County reserves the right to reject this Proposal and that this Proposal shall remain open and not be withdrawn for the period specified in the Request for Proposals.

It is understood and agreed that if written notice of award of contract is mailed, transmitted by facsimile, or delivered to the party making the Proposal after the opening of the Proposal, and within the time this Proposal is required to remain open, or at any time thereafter before this Proposal is withdrawn, the party making the Proposal will execute and deliver to the County the Agreement, as well as certificates of insurance on or before the tenth (10th) day after the mailing of said notice. The party making the Proposal further agrees that the work under the Agreement shall be commenced by the party making the Proposal, if awarded the contract, on or before the tenth (10th) day following receipt of County's Notice to Proceed.

It is understood and agreed that should the party making the Proposal fail or refuse to return executed copies of the Agreement and required bonds and insurance certificates to the County within the time specified, the Proposal security shall be forfeited to the County.

The undersigned hereby warrants that the party making the Proposal has all required licenses, if any, that such license(s) entitles the party making the Proposal to provide the services, that such license(s) will be in full force and effect throughout the duration of performance under the Agreement, and that any and all sub-contractors to be employed by the undersigned will have appropriate licenses.

The party making the Proposal hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of set forth in Chapter 14 of Title 8 of the South Carolina Code of Laws, 1976, as amended, and the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the party making the Proposal shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the party making the Proposal's failure to comply strictly with the IRCA.

It is understood and agreed that if requested by the County, the party making the Proposal shall furnish additional notarized financial statements, references, and other information required by the County sufficiently comprehensive to permit an appraisal of the party making the Proposal's ability to perform the Agreement.

The undersigned hereby warrants that all services shall be completed in a timely fashion pursuant to the Agreement. Time is of the essence.

The undersigned warrants that the required Non-Collusion Affidavit has been properly executed, notarized and is attached.

**THE UNDERSIGNED** hereby declares that all of the representations of this Proposal are made under penalty of perjury under the laws of the State of South Carolina.

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A to SECTION 4**

### **GENERAL CONDITIONS**

1. County's Right to Stop the Work. If the Company fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Company to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Company or any other person or entity.

2. County's Right to Carry Out the Work. If the Company defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies the County may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Company the reasonable cost of correcting such deficiencies, including the County's expenses and compensation for the additional services made necessary by such default, neglect, or failure. If payments then or thereafter due the Company are not sufficient to cover such amounts, the Company shall pay the difference to the County.

3. Supervision. The Company shall supervise and direct the Work, using the Company's best skill and attention. The Company shall be solely responsible for and have control over the Work, means, methods, techniques, equipment, sequences, and procedures and for coordinating all portions of the Work, pursuant to the specifications and the Contract Documents. The Company shall be responsible to the County for acts and omissions of the Company's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Company or any of its subcontractors.

4. Labor and Materials.

4.1. The Company shall provide and pay for all materials and equipment necessary for proper execution and completion of the Work.

4.2. The Company shall provide and pay for all professional personnel necessary to perform the Work, including the following individuals who were named in the Company's Proposal. These key personnel shall remain assigned for the duration of the Work, unless otherwise agreed to in writing by the County. In the event the Company proposes to substitute any of the key personnel designated below, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The County shall have the sole right to determine whether key personnel proposed as substitutes are qualified to perform the Work. The County shall not unreasonably withhold approval of staff changes.

Position Title	Name of Individual

4.3. The Company shall enforce strict discipline and good order among the Company's employees and other persons carrying out the Work. The Company shall not permit employment of persons not properly licensed to perform the work assigned, unfit persons, or persons not skilled in tasks assigned to them.

5. Warranty. The Company warrants to the County that services furnished and Work performed under the Contract Documents will be of good quality, consistent with industry standards, and that the Work will conform to the requirements of the Contract Documents. The Company further warrants to the County that it possesses a high level of experience and expertise in the services to be provided under the Contract Documents. Work not conforming to the requirements set forth in the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Company by law with respect to the Company's duties, obligations, and performance hereunder. The Company acknowledges that the County is relying upon the Company's skill and experience in connection with the Work.

6. Company Assurance of Good Standing. The Company warrants that it is not in arrears to the County upon debt or contract and is not in default as surety, contractor, or otherwise on any obligation to the County. The Company warrants that it is financially solvent, able to pay all debts as they mature, and is possessed of sufficient working capital to complete the Work and perform all obligations hereunder. The Company warrants that it is authorized to do business in the State of South Carolina and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work.
7. Taxes. The Company shall pay all sales, consumer, use and similar taxes for the Work provided by the Company.
8. Permits, Fees and Notices.
  - 8.1. Unless otherwise provided in the Contract Documents, the Company shall secure and pay for any permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract Documents and which are legally required when Proposals are received or negotiations concluded.
  - 8.2. The Company shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.
  - 8.3. If the Company performs Work knowing it to be contrary to laws, statutes, ordinances, rules, and/or regulations, the Company shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.
  - 8.4. Limitation on Liability, Release, and Indemnification.
    - 8.4.1. The Company hereby releases the County from any claim or liability for damages that the Company may have arising out of the Contract Documents for property damage, injury, or death.
    - 8.4.2. The Company will hold the County harmless and indemnify the County, its agents, officers, County Council members, and employees from and against any and all claims, actions or causes of action and for any and all damages, liabilities, claims, penalties, expenses and costs, including, but not limited to, attorney's and other professional fees, arising out of the Contract Documents or the performance of the services described or referred to in the Contract Documents, specifically including, without limitation, the Work, but only to the extent caused by the negligent or intentional acts or omissions of the Company, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.
    - 8.4.3. Company shall assume all risks and responsibilities for losses of every kind in connection with the service that can be attributed either directly or indirectly to the Company.
    - 8.4.4. Any approval or payment by the County shall not constitute, nor be deemed a release of the responsibility and liability of the Company, its employees, subcontractors, agents, and consultants for the Work; nor shall such approval or payment be deemed to be an assumption of such responsibility by the County for any defect, error, or omission in the Work performed by the Company, its employees, subcontractors, agents, and consultants.
    - 8.4.5. All indemnification and release provisions in favor of the County shall survive the expiration or sooner termination of the Contract Documents.
9. Enforcement. The Company agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of the Contract Documents.
10. Status of Company as Independent Contractor. It is expressly agreed that Company's status hereunder is that of an independent contractor and that Company is not an agent, employee, servant, partner, or joint venturer of the County. Company is exclusively responsible for and in control of the Company's employees and agents, and performance of Company's duties hereunder. Neither Company nor any person hired by Company shall be considered employees of the County for any purpose.
11. Subcontractual Relations.
  - 11.1. Company will not subcontract work or services under the Contract Documents without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void.

- 11.2. If Company proposes to subcontract any of the work or services under the Contract Documents, the Company will submit to the County the name of each proposed Subcontractor along with the proposed scope of work which its Subcontractor is to undertake. The County has the right to reject access to or use of any Subcontractor which the County considers unable or unsuitable to satisfactorily perform its duties.
- 11.3. Company agrees it shall be as fully responsible to the County for any act or omission of the Company's Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Company. Neither this provision, the County's authorization of Company's agreement with Subcontractor, County's inspection of a Subcontractor's facilities or work, or any other action taken by the County in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the County.
- 11.4. By appropriate agreement, written where legally required for validity, the Company shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Company by terms of the Contract Documents, and to assume toward the Company all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Company, by these Documents, assumes toward the County. Each subcontract agreement shall preserve and protect the rights of the County with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Company shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Company shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents.
12. Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Company to the County provided that: (a) assignment is effective only after termination of the Contract Documents by the County for cause and only for those subcontract agreements which the County accepts by notifying the Subcontractor and Company in writing; and, (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract Documents.
13. Limitations on Assignment of the Contract Documents. Company will not assign or transfer any interest in the Contract Documents without the prior written consent of the County, and any attempt to do any of the foregoing without such prior written consent shall be null, void, and of no effect. Any assignment or transfer of any interest in the Contract Documents will be subject to compliance with the provisions of the Contract Documents and will not alleviate any of Company's obligations in the Contract Documents.
14. Termination by the County for Cause.
  - 14.1. If the Company persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or is guilty of any other material breach of a provision of the Contract Documents, the County may, without prejudice to any other rights or remedies of the County, provide written notice of termination of the Contract Documents and subsequently terminate the Contract Documents seven (7) days after said written notice and may accept assignment of subcontracts as provided herein; or finish the Work by whatever reasonable method the County may deem expedient. Upon request of the Company, the County shall furnish to the Company a detailed accounting of the costs incurred by the County in finishing the Work.
  - 14.2. When the County terminates the Contract Documents for one of the reasons stated in the preceding paragraph, the Company shall not be entitled to receive further payment until the Work is completed.
  - 14.3. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, and other damages incurred by the County which have not been expressly waived, such excess shall be paid to the Company as set forth in the Agreement. If such costs and damages exceed the unpaid balance, the Company shall pay the difference to the County. This obligation of payment to the Company or County, as the case may be, shall survive termination of the Contract Documents.
15. Suspension by the County for Convenience. The County may, without cause, order the Company in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the County may determine.
16. Termination by the County for Non-Appropriation. The Company agrees that payments due from the County, as required under the terms of the Contract Documents, if any, are contingent upon the availability of appropriated funds. In the case of non-appropriation of funds, the County may terminate the Contract Documents in whole or in part without further obligation to the Company.

17. Termination by the County for Convenience.

- 17.1. The County may, at any time, terminate the Contract Documents for the County's convenience and without cause.
- 17.2. Upon receipt of written notice from the County of such termination for the County's convenience, the Company shall:
- 17.2.1. cease operations as directed by the County in the notice;
  - 17.2.2. take actions necessary, or that the County may direct, for the protection and preservation of the Work; and
  - 17.2.3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- 17.3. In case of such termination for the County's convenience, the Company shall be entitled to receive payment for documented Work already executed, and costs incurred, at the time of receiving the written notice.

18. Obligations Upon Expiration or Earlier Termination.

- 18.1. Upon the expiration or earlier termination of this Agreement, the Company shall promptly:
- 18.1.1. Upon request by the County, deliver to the County or such other person as the County shall designate all materials, supplies, equipment, keys, contracts and documents, all books of account and records maintained pursuant to the Contract Documents, pertaining to this Agreement.
  - 18.1.2. Deliver to the County, in a reasonably organized form without restriction on future use, reproducible original plans, field surveys, maps, cross sections and other data, designs and instruments of service related to the Work.
  - 18.1.3. Cooperate in providing all information, should the County subsequently contract with a new company for continuation of the Work.
  - 18.1.4. Furnish all such information, take all such other action, and cooperate with the County as the County shall reasonably require to effectuate an orderly and systematic termination of the Work and the Company's services, duties, obligations and activities hereunder.
  - 18.1.5. Furnish a report of all outstanding orders for services, materials and supplies ordered by the Company as a result of its obligations arising under this Agreement at the time of expiration or termination. Such report shall include the status of payment for such services, including whether they have been charged to or paid by the Company. Such report shall be furnished no later than thirty (30) Calendar Days after the date of expiration or termination.

19. Insurance. The Company shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under the Contract Documents, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the Company shall obtain all other insurance coverage as may be required by law. **(See RFP 19-06 Section 1, General Information & Instructions, § (6).o. for coverage amounts and other terms.)**

- 19.1. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of South Carolina. The County requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the County at least ten (10) days before the work is started. If the terms of the Contract Documents coincide with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the County no later than thirty (30) days after the effective date of the policy.
- 19.2. General Liability and Automobile Liability policies shall include the County as additional insured party thereunder; and all policies shall provide that at least thirty (30) days prior written notice be given to the County in the event coverage is canceled or non-renewed or coverage is reduced.
- 19.3. If the Company desires to self-insure any or all of the coverages listed in this section, it shall provide to the County documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.

- 19.4. The County reserves the right to review categories and levels of insurance coverage held by the Company in an ongoing program of risk management. The Company will be notified, in writing, of coverage requirements as determined by this review and the Company agrees to secure such uniformly requested and required coverage.
- 19.5. If the Company fails to obtain or maintain the required insurance, the County shall have the right to treat such failure as a material breach of the Contract Documents and to exercise all appropriate rights and remedies as a result thereof.
- 19.6. The Company shall furnish separate Certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in the Contract Documents.
- 19.7. It is the intent of the specifications of insurance requirements above that the Company shall maintain in force the broadest commonly available coverage against the risks and perils listed above. If insurance against the listed risks and perils is commonly available, the failure to specify such insurance shall not relieve the Company from its duty to maintain such insurance. Also, the specification of any insurance in the Contract Documents does not limit any of the other obligations of the Company under those documents.
20. No Waiver of Breach. No failure by either the County or Company to insist upon the strict performance by the other of any covenant, agreement, term or condition of the Contract Documents, or to exercise any right or remedy consequent upon a breach of any covenant, agreement, term or condition of the Contract Documents, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter the Contract Documents, but each and every covenant, condition, agreement and term of the Contract Documents shall continue in full force and effect with respect to any other then existing or subsequent breach.
21. Waivers and Amendments to the Contract Documents. No modification, waiver, amendment, discharge or change of the Contract Documents will be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.
22. Mediation.
- 22.1. If the parties are unable to resolve any claims between them, the parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party.
- 22.2. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Walhalla, South Carolina, unless another location is mutually agreed upon in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 22.3. The Company shall carry on the Work during all claims, disputes or disagreements with the County. No Work shall be delayed or postponed by the Company pending resolution of any claims, disputes or disagreements, except as authorized, in writing, by the County.
- 22.4. No Liens. South Carolina law provides that no lien may be attached to public property.
23. Notice to Company and the County. Unless otherwise specifically provided in the Contract Documents or by law, any and all notices or other communications required or permitted by the Contract Documents or by law to be served on, given to, or delivered to any party to the Contract Documents will be in writing and will be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or without personal delivery, when three (3) business days have elapsed following deposit of the notice or other communication in the United States mail, first-class postage prepaid, certified, return receipt requested, and:

If to County, addressed to:  
 Oconee County  
 415 S. Pine Street  
 Walhalla, SC 29691  
 Attn: Procurement Director

If to Company, addressed to:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn: \_\_\_\_\_

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

24. Compliance with the Immigration Reform and Control Act. The Company shall, at all times during the term of the Agreement, be in full compliance with the requirements set forth in Chapter 14 of Title 8 and Chapter 8 of Title 41 of the South Carolina Code of Laws, 1976, as amended. The Company shall, at all times during the term of the Agreement, be in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of

its employees. The Company shall indemnify, hold harmless, and defend the County against any and all actions, proceedings, penalties or claims arising out of the Company's failure to strictly comply with IRCA or Chapter 14 of Title 8 and Chapter 8 of Title 41 of the South Carolina Code of Laws, 1976, as amended.

- 25. Undue Influence. Company agrees not to hire any County personnel who may exercise or have exercised discretion in the awarding, administration, or continuance of the Contract Documents for one (1) year following the termination of the employee from County service.
- 26. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by the Contract Documents by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other similar cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act, only, will be excused for the period of the delay; and the period for the performance of any such act, only, will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section will excuse Company from the prompt payment of any fee or other charge required of Company except as may be expressly provided elsewhere in the Contract Documents; and, provided further that any party claiming the application of this Section immediately resumes performance as soon as the cause claimed under this Section ends.
- 27. Compensation General Terms and Conditions.
  - 27.1. Company's travel, meals, lodging, parking or other expenses incidental to the performance of responsibilities under the Contract Documents shall be borne solely by the Company.
  - 27.2. The County will not make payment on behalf of the Company to any fringe benefit program, or withhold any money from compensation for any federal, state or local tax program or for any other reason, all of such obligations belonging exclusively to the Company.
- 28. Severability of Terms of the Contract Documents. In the event any portion of the Contract Documents is declared invalid or unenforceable by any entity of competent jurisdiction, the remaining portions of the Contract Documents are and shall be deemed separable and shall remain in full force and effect.
- 29. Captions. Captions in the Contract Documents are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of the Contract Documents or any of the terms of the Contract Documents.
- 30. Applicable Law of the Contract Documents. If legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Oconee County, South Carolina. The Contract Documents shall be governed by and construed at all times in accordance with the laws and court decisions of the State of South Carolina, without regard to conflict of law principles.

**IN WITNESS WHEREOF**, the parties have executed these General Conditions as of the date first written above.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COMPANY**

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**SECTION 5**  
**INFORMATION REQUIRED OF PARTY MAKING THE PROPOSAL**

**THIS SECTION MUST BE FULLY COMPLETED**

The party making the Proposal shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the Proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Party making the Proposal's firm and any of its owners, officers, directors, shareholders, parties or principals. County has discretion to request additional information depending on the Project.

1. Firm name and address: \_\_\_\_\_  
\_\_\_\_\_
  
2. Telephone No.: \_\_\_\_\_
  
3. Type of Entity: (check one)      Individual \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_  
Limited Liability Company \_\_\_\_ Other \_\_\_\_\_
  
4. License No. (if any) \_\_\_\_\_  
Class: \_\_\_\_\_  
Name of license holder \_\_\_\_\_  
D-U-N-S Number \_\_\_\_\_
  
5. Have you or any of your principals ever been licensed under a different name or different license number? \_\_\_\_\_  
Response must include information pertaining to principals' association outside of the firm.  
If Yes, give name and license number: \_\_\_\_\_
  
6. Names and titles of all principals of the firm:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_
  
7. Number of years in the industry: \_\_\_\_\_
  
8. Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' association outside of the firm. \_\_\_\_\_ If the answer is "Yes," give date(s), name(s), and address(es) of surety and details. \_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

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9. Have you or any of your principals been assessed damages for any services rendered in the past three (3) years? Response must include information pertaining to principals' association outside of the firm. \_\_\_\_\_

If Yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to services rendered during the past three (3) years? Response must include information pertaining to principals' association outside of the firm. \_\_\_\_\_

If Yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Have you or any of your principals ever failed to complete a contract in the last three (3) years? Response must include information pertaining to principals' association outside of the firm. \_\_\_\_\_

If Yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the County? \_\_\_\_\_

If Yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. List of References:  
Contracts of similar nature within the last three (3) years. County has discretion to require more than three (3) references.

Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Contract: \_\_\_\_\_

Dates of commencement and Completion of Contract: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Contract: \_\_\_\_\_

Dates of commencement and Completion of Contract: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Contract: \_\_\_\_\_

Dates of commencement and Completion of Contract: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

14. Where is your nearest office to Oconee County, South Carolina?

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15. Name(s) and bios of person(s) who will serve as our contact.

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16. How many employees are in your company? \_\_\_\_\_

17. Name, phone number and email for person who will be the main contact for any questions arising from this RFP:

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I certify and declare under penalty of perjury under the laws of the State of South Carolina that the foregoing Information Required of the Party Making the Proposal provided by me herein is true and correct. Executed this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, Notary Public for the State of \_\_\_\_\_, do hereby certify

\_\_\_\_\_, by \_\_\_\_\_, its \_\_\_\_\_  
(Name of Corporation or Entity) (Signatory) (Title of Signatory)

personally appeared before me this day and acknowledged the due execution of the foregoing.

Witness by my hand this \_\_\_\_\_ day

of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **SECTION 6 OTHER**

All inquiries concerning this proposal shall be addressed to:

Tronda C. Popham, Procurement Director  
Oconee County Procurement Office  
415 South Pine Street  
Walhalla, South Carolina 29691  
Telephone: (864) 638-4141  
Fax: (864) 638-4142  
E-mail: tpopham@oconeesc.com

**Contact with other departments or County representatives without permission of the Procurement Director may render your proposal void.**

# SECTION 7 SAMPLE CONTRACT

## INMATE FOOD SERVICES PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") has been made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Oconee County, South Carolina (the "County"), and \_\_\_\_\_ ("Company").

**WHEREAS**, the County issued a Request for Proposal (the "RFP"), advertised on \_\_\_\_\_, 2020, for a company to provide services; and,

**WHEREAS**, the Company appears to have complied with all requirements set forth in the RFP and was the apparent successful proposer; and,

**WHEREAS**, the County desires to allow the Company, a legal entity properly authorized to do business under the laws of the State of South Carolina, to provide the services sought by the RFP; and,

**WHEREAS**, the Company desires to provide said services pursuant to the terms and conditions of this Agreement:

**NOW, THEREFORE**, in consideration of the mutual covenants contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Performance by Company.**

The Company shall fully perform and execute all of the work necessary to complete the services for the County, in the manner requested by the County, as outlined in the RFP, the proposal of the Company, and in accordance with the specifications attached hereto as **Exhibit A** (the "Scope of Services") and hereby incorporated herein by reference (the "Work").

**2. General Conditions.**

This Agreement shall be subject to and governed by the General Conditions attached hereto as **Exhibit B** and hereby incorporated herein by reference (the "General Conditions").

**3. Contract Documents.**

The General Conditions, Special Conditions, the RFP, the proposal of the Company, this Agreement, the Specifications, and all exhibits, shall collectively constitute the "Contract Documents."

**4. Commencement and Term of Agreement.**

a. *Term of Agreement.*

The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2020 and terminating on June 30, 2021. The County shall have separate options to extend the initial term for four (4) consecutive one (1) year terms on the same terms and conditions contained herein. The option to extend may only be exercised by the County, in its sole discretion, by giving written notice thereof to Company at least sixty (60) days prior to the expiration of the initial or then current term of this Agreement, as the case may be.

*Investigation by Company Prior to Submission of Proposal.*

The Company represents that it has analyzed the Contract Documents and investigated the conditions for the Work, all to the Company's satisfaction, prior to submitting its proposal and any delays or damages caused by terms or adverse conditions which were capable of being identified prior to the submission of the Company's proposal shall be at the sole risk of the Company.

**5. Payment by County.**

a. *Basic Services.* Unless the parties otherwise agree at the time the scope of work for a specific project has been defined, the Company agrees to negotiate a proposal with itemized fees.

**6. Authority to Act.**

The undersigned hereby represents and warrants that the Company is a duly formed legal entity and registered and in good standing in the State of South Carolina and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the entity to this Agreement.

**IN WITNESS OF THIS AGREEMENT,** The Company and the County have caused their names to be subscribed and their seals to be affixed as to the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

COMPANY

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT A

### SCOPE OF SERVICES

#### 1. In General

The Company agrees:

- a. To deliver high quality professional services that can be audited against established standards.
- b. To deliver professional services in a cost-effective manner with reporting and accountability to the County.
- c. To provide professional services at full staffing using only licensed, certified and professionally trained personnel.
- d. To maintain an open and cooperative relationship with the administration and staff of the County.
- e. To maintain complete and accurate records.

#### 2. Services to be Provided by Company

#### 3. Deliverables

To be determined in future work authorizations mutually agreed upon by the County and the Company.

#### 4. Other Matters

- a. In addition to any meetings set forth in the Contract Documents, the Company shall regularly meet with County-designated personnel or representatives as deemed necessary by the County.
- b. The Company shall provide all services described herein in accordance with all appropriate state and federal laws and regulations.
- c. The Company shall safeguard any confidential information received as a result of or pursuant to the Contract Documents to ensure that the information is not improperly disclosed. The Company will allow access to this information to other persons or organizations only if clearly directed to do so, in writing, by the County. The Company shall meet all statutory standards of confidentiality, including, without limitation, those set forth in any applicable federal or South Carolina state law.

**EXHIBIT B**

**GENERAL CONDITIONS**

5. County’s Right to Stop the Work. If the Company fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Company to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Company or any other person or entity.
6. County’s Right to Carry Out the Work. If the Company defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies the County may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Company the reasonable cost of correcting such deficiencies, including County’s expenses and compensation for the additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Company are not sufficient to cover such amounts, the Company shall pay the difference to the County.
7. Supervision. The Company shall supervise and direct the Work, using the Company’s best skill and attention. The Company shall be solely responsible for and have control over the Work, means, methods, techniques, equipment, sequences, and procedures and for coordinating all portions of the Work, pursuant to the specifications and the Contract Documents. The Company shall be responsible to the County for acts and omissions of the Company’s employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Company or any of its subcontractors.

5. Labor and Materials.

30.1. The Company shall provide and pay for all materials and equipment necessary for proper execution and completion of the Work.

30.2. The Company shall provide and pay for all professional personnel necessary to perform the Work, including the following individuals who were named in the Company's Proposal. These key personnel shall remain assigned for the duration of the Work, unless otherwise agreed to in writing by the County. In the event the Company proposes to substitute any of the key personnel designated below, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The County shall have the sole right to determine whether key personnel proposed as substitutes are qualified to perform the Work. The County shall not unreasonably withhold approval of staff changes.

Position Title	Name of Individual

30.3. The Company shall enforce strict discipline and good order among the Company’s employees and other persons carrying out the Work. The Company shall not permit employment of persons not properly licensed to perform the work assigned, unfit persons, or persons not skilled in tasks assigned to them.

4. Warranty. The Company warrants to the County that services furnished and Work performed under the Contract Documents will be of good quality, consistent with industry standards, and that the Work will conform to the requirements of the Contract Documents. The Company further warrants to the County that it possesses a high level of experience and expertise in the services to be provided under the Contract Documents. Work not conforming to the requirements set forth in the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Company by law with respect to the Company’s duties, obligations, and performance hereunder. The

Company acknowledges that the County is relying upon the Company's skill and experience in connection with the Work.

5. Company Assurance of Good Standing. The Company warrants that it is not in arrears to the County upon debt or contract and is not in default as surety, contractor or otherwise on any obligation to the County. The Company warrants that is financially solvent, able to pay all debts as they mature, and is possessed of sufficient working capital to complete the Work and perform all obligations hereunder. The Company warrants that it is authorized to do business in the State of South Carolina and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work.

6. Taxes. The Company shall pay all sales, consumer, use and similar taxes for the Work provided by the Company.

7. Permits, Fees and Notices.

7.1. Unless otherwise provided in the Contract Documents, the Company shall secure and pay for any permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract Documents and which are legally required when Proposals are received or negotiations concluded.

7.2. The Company shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

7.3. If the Company performs Work knowing it to be contrary to laws, statutes, ordinances, and/or rules and regulations, the Company shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

8. Limitation on Liability, Release, and Indemnification.

8.1. The Company hereby releases the County from any claim or liability for damages that the Company may have arising out of the Contract Documents for property damage, injury or death.

8.2. The Company will hold the County harmless and indemnify the County, its agents, officers, County Council members, and employees from and against any and all claims, actions or causes of action and for any and all damages, liabilities, claims, penalties, expenses and costs, including, but not limited to, attorney's and other professional fees, arising out of the Contract Documents or the performance of the services described or referred to in the Contract Documents, specifically including, without limitation, the Work, but only to the extent caused by the negligent or intentional acts or omissions of the Company, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

8.3. Company shall assume all risks and responsibilities for losses of every description in connection with the service that can be attributed either directly or indirectly to the Company.

8.4. Any approval or payment by the County shall not constitute, nor be deemed a release of the responsibility and liability of the Company, its employees, subcontractors, agents and consultants for the Work; nor shall such approval or payment be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the Work performed by the Company, its employees, subcontractors, agents and consultants.

8.5. All indemnification and release provisions in favor of the County shall survive the expiration or sooner termination of the Contract Documents.

9. Enforcement. The Company agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of the Contract Documents.

10. Status of Company as Independent Contractor. It is expressly agreed that Company's status hereunder is that of an independent contractor and that Company is not an agent, employee, servant, partner, or joint venturer of the County. Company is exclusively responsible for and in control of the Company's employees and agents, and performance of Company's duties hereunder. Neither Company nor any person hired by Company shall be considered employees of the County for any purpose.

11. Subcontractual Relations.

11.1. Company will not subcontract work or services under the Contract Documents without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void.

11.2. If Company proposes to subcontract any of the work or services under the Contract Documents, the Company will submit to the County the name of each proposed Subcontractor along with the proposed scope of work which its Subcontractor is to undertake. The County has the right to reject access to or use of any Subcontractor which the County considers unable or unsuitable to satisfactorily perform its duties.

11.3. Company agrees it shall be as fully responsible to the County for any act or omission of the Company's Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Company. Neither this provision, the County's authorization of Company's agreement with Subcontractor, County's inspection of a Subcontractor's facilities or work, or any other action taken by the County in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the County.

11.4. By appropriate agreement, written where legally required for validity, the Company shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Company by terms of the Contract Documents, and to assume toward the Company all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Company, by these Documents, assumes toward the County. Each subcontract agreement shall preserve and protect the rights of the County with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Company shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Company shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents.

12. Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Company to the County provided that: (a) assignment is effective only after termination of the Contract Documents by the County for cause and only for those subcontract agreements which the County accepts by notifying the Subcontractor and Company in writing; and, (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract Documents.

13. Limitations on Assignment of the Contract Documents. Company will not assign or transfer any interest in the Contract Documents without the prior written consent of the County, and any attempt to do any of the foregoing without such prior written consent shall be null, void, and of no effect. Any assignment or transfer of any interest in the Contract Documents will be subject to compliance with the provisions of the Contract Documents and will not alleviate any of Company's obligations in the Contract Documents.

14. Termination by the County for Cause.

14.1. If the Company persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or is guilty of any other material breach of a provision of the Contract Documents, the County may, without prejudice to any other rights or remedies of the County, provide written notice of termination of the Contract Documents and subsequently terminate the Contract Documents seven (7) days after said written notice and may accept assignment of subcontracts as provided herein; or finish the Work by whatever reasonable method the County may deem expedient. Upon request of the Company, the County shall furnish to the Company a detailed accounting of the costs incurred by the County in finishing the Work.

14.2. When the County terminates the Contract Documents for one of the reasons stated in the preceding paragraph, the Company shall not be entitled to receive further payment until the Work is completed.

14.3. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, and other damages incurred by the County which have not been expressly waived, such excess shall be paid to the Company as set forth in the Agreement. If such costs and damages exceed the unpaid balance, the Company shall pay the difference to the County. This obligation of payment to the Company or County, as the case may be, shall survive termination of the Contract Documents.

15. Suspension by the County for Convenience. The County may, without cause, order the Company in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.

16. Termination by the County for Non-Appropriation. The Company hereto agrees that payments due from the County, as required under the terms of the Contract Documents, if any, are contingent upon the availability of appropriated funds. In the case of non-appropriation of funds, the County may terminate the Contract Documents in whole or in part without further obligation to the Company.

17. Termination by the County for Convenience.

17.1. The County may, at any time, terminate the Contract Documents for the County's convenience and without cause.

17.2. Upon receipt of written notice from the County of such termination for the County's convenience, the Company shall:

17.2.1. cease operations as directed by the County in the notice;

17.2.2. take actions necessary, or that the County may direct, for the protection and preservation of the Work; and

17.2.3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

17.3. In case of such termination for the County's convenience, the Company shall be entitled to receive payment for documented Work already executed, and costs incurred, at the time of receiving the written notice.

18. Obligations Upon Expiration or Earlier Termination.

18.1. Upon the expiration or earlier termination of this Agreement, the Company shall promptly:

18.1.1. Upon request by the County, deliver to the County or such other person as the County shall designate all materials, supplies, equipment, keys, contracts and documents, all books of account and records maintained pursuant to the Contract Documents, pertaining to this Agreement.

18.1.2. Deliver to the County, in a reasonably organized form without restriction on future use, reproducible original plans, field surveys, maps, cross sections and other data, designs and instruments of service related to the Work.

18.1.3. Cooperate in providing all information, should the County subsequently contract with a new company for continuation of the Work.

18.1.4. Furnish all such information, take all such other action, and cooperate with the County as the County shall reasonably require to effectuate an orderly and systematic termination of the Work and the Company's services, duties, obligations and activities hereunder.

18.1.5. Furnish a report of all outstanding orders for services, materials and supplies ordered by the Company as a result of its obligations arising under this Agreement at the time of expiration or termination. Such report shall include the status of payment for such services, including whether they have been charged to or paid by the Company. Such report shall be furnished no later than thirty (30) Calendar Days after the date of expiration or termination.

19. Insurance. The Company shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under the Contract Documents, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the Company shall obtain all other insurance coverage as may be required by law.

19.1. General Liability Insurance:

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal & Advertising Injury

\$1,000,000 Blanket Contractual Liability

\$1,000,000 Each Occurrence Limit

19.2. Business Commercial Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Successful Proposer, his agents, representatives, employees or subcontractors.

Minimum Limits:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

19.3. Workers' Compensation and Employers' Liability Insurance:

Limits as required by the Workers' Compensation Act of SC, to include state's endorsement for businesses outside of SC. Employer's Liability, \$1,000,000.

19.4. Dieticians Professional Liability (Errors and Omissions Liability)

19.5. Professional Liability Insurance:

Limit of Liability: \$1,000,000.00 per claim

19.6. Insurance Coverage Provisions:

- Oconee County, its officers, officials, employees, agents, and volunteers shall be added as "additional insureds," as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- The Successful Proposer's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
- The Successful Proposer shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part.
- All coverage for subcontractors of the Successful Proposer shall be subject to all of the requirements stated herein.
- All deductibles or self-insured retention amounts shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either (1) the insurer shall reduce or eliminate such deductible or self-insured retention, or (2) the Successful Proposer shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers, officials, agents, employees, and volunteers.
- The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, agents, employees, or volunteers for any act, omission, or condition of premises for which the parties may be held liable by reason of negligence or otherwise.
- The Successful Proposer shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company to bind coverage on its behalf - if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
- All insurance shall be placed with insurers who are lawfully authorized to do business in the state of South Carolina, and who maintain an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval must be received from the County's Risk Manager.

20. No Waiver of Breach. No failure by either the County or Company to insist upon the strict performance by the other of any covenant, agreement, term or condition of the Contract Documents, or to exercise any right or remedy consequent upon a breach of any covenant, agreement, term or condition of the Contract Documents, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter the Contract Documents, but each and every covenant, condition, agreement and term of the Contract Documents shall continue in full force and effect with respect to any other then existing or subsequent breach.

21. Waivers and Amendments to the Contract Documents. No modification, waiver, amendment, discharge or change of the Contract Documents will be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

22. Mediation.

22.1. If the parties are unable to resolve any claims between them, the parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party.

22.2. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in Walhalla, South Carolina, unless another location is mutually agreed upon in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

22.3. The Company shall carry on the Work during all claims, disputes or disagreements with the County. No Work shall be delayed or postponed by the Company pending resolution of any claims, disputes or disagreements, except as authorized, in writing, by the County.

23. No Liens. South Carolina law provides that no lien may be attached to public property.

24. Notice to Company and the County. Unless otherwise specifically provided in the Contract Documents or by law, any and all notices or other communications required or permitted by the Contract Documents or by law to be served on, given to, or delivered to any party to the Contract Documents will be in writing and will be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or without personal delivery, when three (3) business days have elapsed following deposit of the notice or other communication in the United States mail, first-class postage prepaid, certified, return receipt requested, and:

If to County, addressed to:  
Oconee County  
415 S. Pine Street  
Walhalla, SC 29691  
Attn: Procurement Director

If to Company, addressed to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

25. Compliance with the Immigration Reform and Control Act. The Company shall, at all times during the term of the Agreement, be in full compliance with the requirements set forth in Chapter 14 of Title 8 and Chapter 8 of Title 41 of the South Carolina Code of Laws, 1976, as amended. The Company shall, at all times during the term of the Agreement, be in full compliance with the provisions of the Immigration Reform and Control Act of 1986 (“IRCA”) in the hiring of its employees. The Company shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the Company’s failure to strictly comply with IRCA or Chapter 14 of Title 8 and Chapter 8 of Title 41 of the South Carolina Code of Laws, 1976, as amended.

26. Undue Influence. Company agrees not to hire any County personnel who may exercise or have exercised discretion in the awarding, administration or continuance of the Contract Documents for one (1) year following the termination of the employee from County service.

27. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by the Contract Documents by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other similar cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act, only, will be excused for the period of the delay; and the period for the performance of any such act, only, will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section will excuse Company from the prompt payment of any fee or other charge required of Company except as may be expressly provided elsewhere in the Contract Documents; and, provided further that any party claiming the application of this Section immediately resumes performance as soon as the cause claimed under this Section ends.

28. Compensation General Terms and Conditions.

28.1. Company’s travel, meals, lodging, parking or other expenses incidental to the performance of responsibilities under the Contract Documents shall be borne solely by the Company.

28.2. The County will not make payment on behalf of the Company to any fringe benefit program, or withhold any money from compensation for any federal, state or local tax program or for any other reason, all of such obligations belonging exclusively to the Company.

29. Severability of Terms of the Contract Documents. In the event any portion of the Contract Documents is declared invalid or unenforceable by any entity of competent jurisdiction, the remaining portions of the Contract Documents are and shall be deemed separable and shall remain in full force and effect.

30. Captions. Captions in the Contract Documents are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of the Contract Documents or any of the terms of the Contract Documents.

31. Applicable Law of the Contract Documents. If legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Oconee County, South Carolina. The Contract Documents shall be governed by and construed at all times in accordance with the laws and court decisions of the State of South Carolina, without regard to conflict of law principles.

**IN WITNESS WHEREOF**, the parties have executed these General Conditions as of the date first written above.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COMPANY**

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Attachment # 1**

**OCONEE COUNTY DETENTION CENTER  
AVERAGE DAILY POPULATION  
CALENDAR YEARS 2008 – 2019**

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Pre-trial Males	72.81	77.79	76.09	73.14	63.52	75.08	105.49	94.10	112.99	114.50	114.03	132.41
Sentenced Males	60.62	56.67	49.33	42.10	38.44	41.67	36.16	32.28	24.14	20.83	18.66	19.25
Pre-trial Females	14.31	11.96	10.08	12.09	11.09	13.42	18.52	18.36	22.02	22.50	23.98	28.50
Sentenced Females	12.76	13.93	10.27	8.48	10.29	9.75	9.98	9.33	9.54	7.25	6.31	5.58
<b>TOTAL ADP</b>	<b>160.50</b>	<b>161.35</b>	<b>149.58</b>	<b>137.60</b>	<b>123.34</b>	<b>154.04</b>	<b>170.15</b>	<b>154.07</b>	<b>168.69</b>	<b>165.08</b>	<b>162.97</b>	<b>185.74</b>

In 2019, the Average Daily Population (ADP) for the Detention Center increased 13.97% from the previous year. The pre-trial Male ADP increased by 16.11% while the pre-trial female ADP increased by 18.84% both accounting for a significant rise in the Daily ADP.

The total number of bookings increased 8.35% from 3,141 in 2018 to 3,448 in 2019.

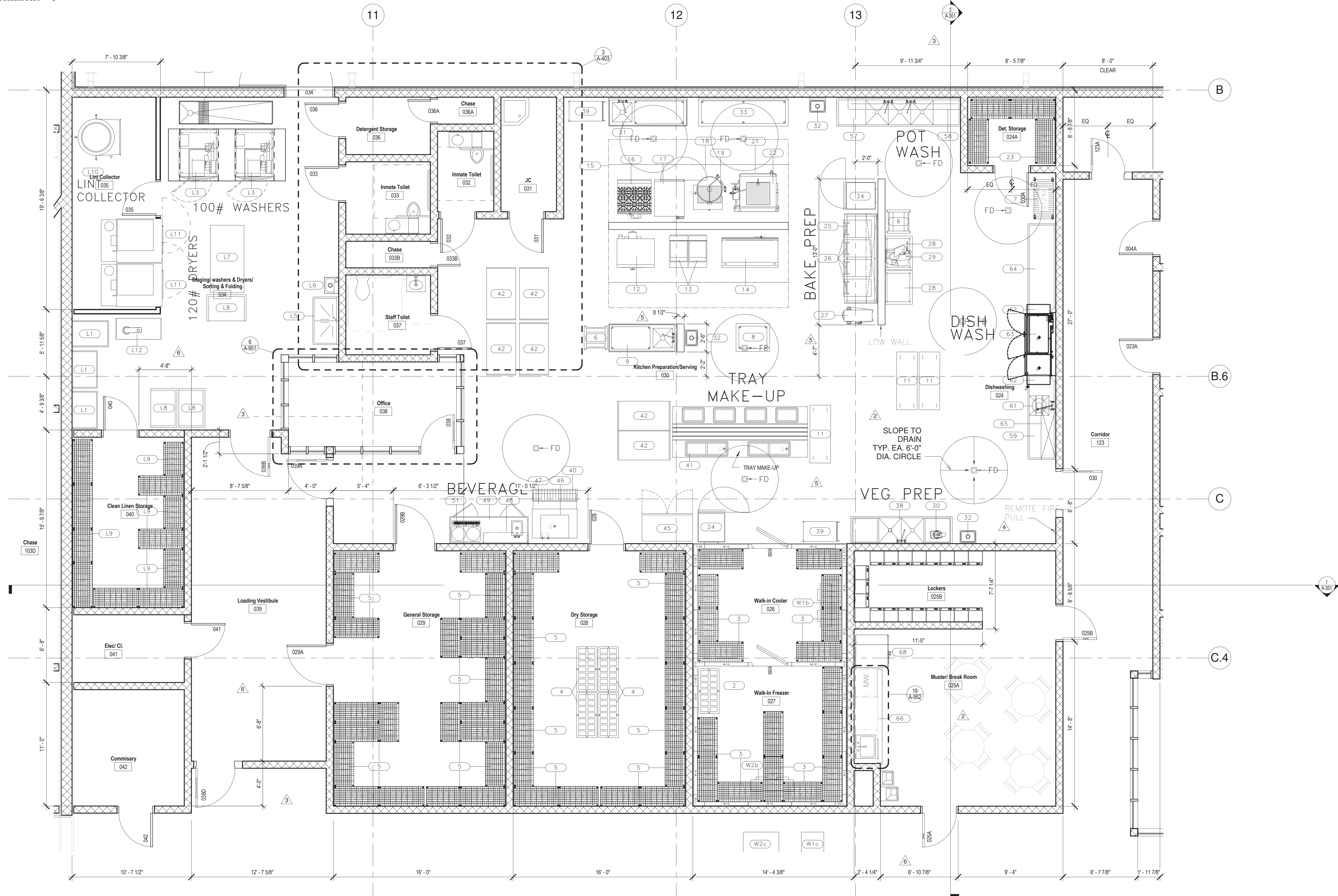
The increase in ADP at the Detention Center *could* indicate one or more of the following possible causes:

- (1) more pre-trial inmates unable to make bond, possibly due to higher bonds, more serious offenses, etc.
- (2) cases of jailed inmates taking longer to be adjudicated in court.

**OCONEE COUNTY DETENTION CENTER**  
**Average Daily Population**  
**January thru December 2019**

	Unsented <u>Males</u>	Sented <u>Males</u>	Unsented <u>Females</u>	Sented <u>Females</u>	Facility - Monthly ADP
January	122.16	17.74	23.45	4.06	167.42
February	129.18	24.86	26.29	4.82	185.14
March	123.97	16.39	26.52	7.06	173.94
April	121.60	14.97	27.50	5.13	169.20
May	123.06	21.39	29.45	2.71	176.61
June	138.80	18.17	27.43	3.17	187.57
July	141.06	15.48	36.81	3.42	196.77
August	144.87	18.52	27.71	6.65	197.74
September	148.13	20.77	28.40	6.80	204.10
October	149.52	22.90	31.84	5.61	209.87
November	130.53	20.77	28.33	10.80	190.43
December	<u>117.87</u>	<u>21.35</u>	<u>29.29</u>	<u>7.39</u>	<u>175.90</u>
Total	1590.76	233.30	343.02	67.62	2234.70
Yearly ADP	132.56	19.44	28.58	5.63	186.21
Facility ADP		186.21			

	Unsented <u>Males</u>	Sented <u>Males</u>	Unsented <u>Females</u>	Sented <u>Females</u>
January	3787	550	727	126
February	3617	696	736	135
March	3843	508	822	219
April	3648	449	825	154
May	3815	663	913	84
June	4164	545	823	95
July	4373	480	1141	106
August	4491	574	859	206
September	4444	623	852	204
October	4488	710	987	174
November	3916	623	850	324
December	<u>3654</u>	<u>662</u>	<u>908</u>	<u>229</u>
Total	48240	7083	10443	2056
Yearly ADP	132.16	19.40	28.61	5.63
Facility ADP		185.80		

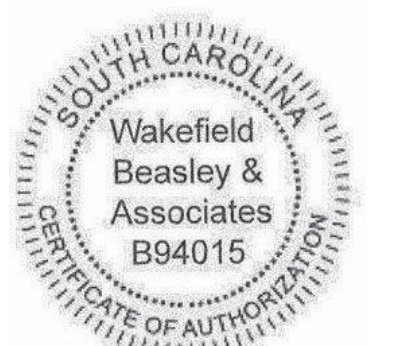
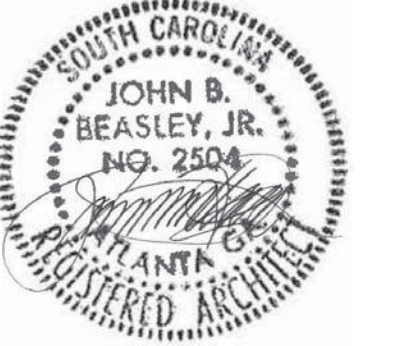


**1 ENLARGED KITCHEN PLAN**  
SCALE: 1/4" = 1'-0"

SEE "K" AND "L" SERIES DRAWINGS FOR KITCHEN AND LAUNDRY EQUIPMENT

**WAKEFIELD BEASLEY & ASSOCIATES**

ARCHITECTS INTERIORS  
ATLANTA · JACKSONVILLE · PANAMA  
ABU DHABI · DUBAI · SHANGHAI



**OCONEE COUNTY DETENTION CENTER**

300 SOUTH CHURCH STREET, BLDG B  
WALHALLA, SC. 29691  
OCONEE COUNTY SHERIFFS OFFICE

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**Print Record**

2013-10-16	SD/DC SUBMITTAL SCHEMATIC DESIGN PACKAGE
2014-01-16	90% DESIGN DEVELOPMENT PACKAGE
2014-02-17	100% DESIGN DEVELOPMENT PACKAGE
2014-04-15	PERMIT PACKAGE
2014-06-07	100% CD MEP PACKAGE
2014-06-15	100% CD PACKAGE

**REVISIONS**

No.	Date	Description
1	03/06/2014	Pricing Revisions
2	05/15/2014	100% CD
3	06/06/2014	ADDENDUM 2
4	07/09/2014	ADDENDUM 4
5	8/11/2014	RF#124 Coordination
6	8/29/2014	RF#1036 Coordination

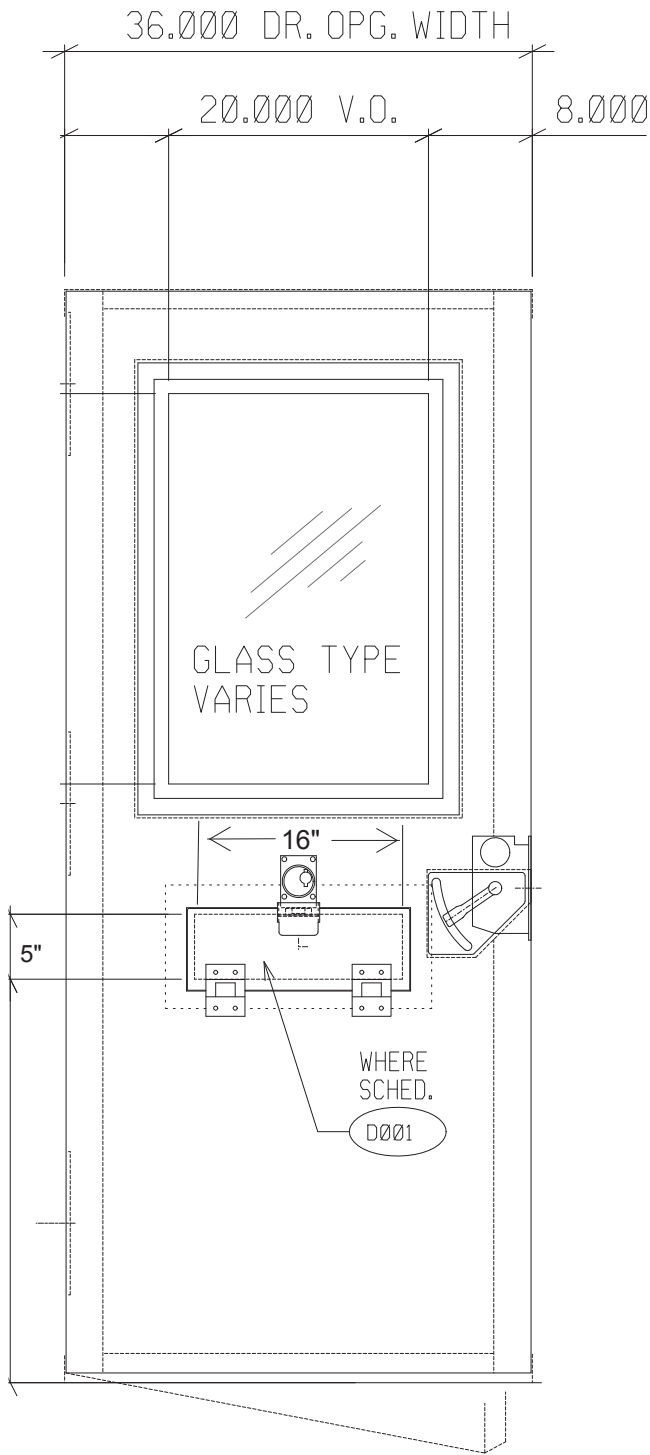
Date	Job No.
04/15/2014	1107002.000

Sheet Title  
**ENLARGED KITCHEN PLAN**

Sheet No.  
**A-410**  
RELEASED FOR CONSTRUCTION



KITCHEN EQUIPMENT SCHEDULE						
ITEM NO.	QUANTITY	EQUIPMENT CATEGORY	MANUFACTURER	MODEL NO.	EQUIPMENT DIMENSIONS	COMMENTS
1		NUMBER NOT USED				
2	1	DUNNAGE RACK	INTERMETRO	HP2248PD		LOUVERED/SLOTTED
3	1	WALK-IN SHELVING	INTERMETRO	NK3 SERIES		4 TIER
4	4	DUNNAGE RACK	INTERMETRO	HP2248PD		LOUVERED/SLOTTED
5	1	DRY STORAGE SHELVING	INTERMETRO	BR SERIES		5 TIER - removed 8 ea dry storage racks in lieu of 4 tier
6	2	BUN PAN RACK	CHANNEL	AXD1820	70" H	HOLDS (20) 18"x26" BUN PANS
7	1	MOBILE POT RACK	INTERMETRO	NK3 SERIES	42"x21"x74"	
8	1	WORK TABLE	EXISTING/RELOCATE			(
9	1	WORK TABLE W/ SINK	ATLANTA CUSTOM FABRICATORS		72"x30"x 35"	
10		NUMBER NOT USED				
11	3	TRAY DRYING RACK	SPG INTERNATIONAL,LLC	4H1496		Provided by Food Service vendor
12	1	CONVENTIONAL OVEN	SOUTHBEND	SLGS/22SC	38"w X 35.75"d X 64"h	
13	2	DEEP FAT FRYER	EXISTING/RELOCATE			(
14	1	GRIDDLE, GAS, COUNTERTOP	SOUTHBEND	HDG-60		
15	1	EXHAUST HOOD	GAYLORD INDUSTRIES	EL-300-SS-BB-126		
16	1	RANGE	SOUTHBEND	4365D		
17	1	CONVECTION STEAMER	GROEN	(2)SSB-5EF	21.75"w X 29.88"d X 64.75"h	
18	1	FLOOR TROUGH	ATLANTA CUSTOM FABRICATORS		18"x24"x4"	
19	1	40 GAL. KETTLE	GROEN	AH/1E-40		
20		NUMBER NOT USED				
21	1	FLOOR TROUGH	ATLANTA CUSTOM FABRICATORS		24"x24"x4"	
22	1	TILT SKILLET	FUTURE			FUTURE - OWNER PROVIDED
23	1	DETERGENT SHELVING	INTERMETRO	NK3 SERIES		4 TIER
24	1	PROOF CABINET	EXISTING/RELOCATE			
25	1	BAKER'S TABLE	ATLANTA CUSTOM FABRICATORS		96"x30"x35"	
26	4	INGREDIENT BIN	CAMBRO	IB44148		
27	1	30 QUART MIXER	EXISTING/RELOCATE			
28	2	WORK TABLE	EXISTING/RELOCATE			(
29	1	SLICER	EXISTING/RELOCATE			
30	1	FOOD PROCESSOR	EXISTING/RELOCATE			
31	1	MEAT PREP TABLE W/ SINK	ATLANTA CUSTOM FABRICATORS		84" X 30" X 35"	
32	3	HAND SINK	ADVANCE TABCO	7-PS-60-2X	17.25"w X 15.25"d X 13"h	
33	1	WORK TABLES	EXISTING/RELOCATE			(
34		NUMBER NOT USED				
35		NUMBER NOT USED				
36		NUMBER NOT USED				
37		NUMBER NOT USED				
38	1	PREP TABLE W/ SINK	ATLANTA CUSTOM FABRICATORS		108" X 30.5" X 35"	
39	2	UTILITY CART	SPG INTERNATIONAL,LLC	4J0206		
40	1	FLOOR TROUGH	ATLANTA CUSTOM FABRICATORS			
41	1	TRAY MAKE-UP TABLE	ATLANTA CUSTOM FABRICATORS		144" X 57" X 36"	
42	4	TRAY DELIVERY CART	CAMBRO	MDC1411T60401	60" X 29.25" X 63.63"	Provided by Food Service vendor
43		NUMBER NOT USED				
44		NUMBER NOT USED				
45	1	REFRIGERATOR	EXISTING/RELOCATE			
46	1	ICE MAKER	EXISTING/RELOCATE			(
47	1	ICE BIN	EXISTING/RELOCATE			
48	1	WALL SHELF	ATLANTA CUSTOM FABRICATORS		48" X 12" X 12"	
49	1	BEVERAGE COUNTER	ATLANTA CUSTOM FABRICATORS		84" X 30" X 35"	
50		NUMBER NOT USED				
51	1	COFFEE URN	PROVIDED BY PRODUCT SUPPLIER			
52		NUMBER NOT USED				
53		NUMBER NOT USED				
54		NUMBER NOT USED				
55		NUMBER NOT USED				
56		NUMBER NOT USED				
57	1	POT & PAN SINK	ATLANTA CUSTOM FABRICATORS		132" X 30.25" X 34"	
58	1	POT RACK SHELF	ADVANCE TABCO	PS-12-120		
59	1	SOILED DISH TABLE	ATLANTA CUSTOM FABRICATORS		90" X 30" X 34"	
60		NUMBER NOT USED				
61	1	DISPOSER	SALVAJOR	200-CA-ARSS-LD		
62	2	S/S DUCT	ATLANTA CUSTOM FABRICATORS			
63	1	DISHWASHER	HOBART	CLPS66E+BUILDUP		
64	1	CLEAN DISH TABLE	ATLANTA CUSTOM FABRICATORS		96" X 30" 34"	
65	1	RACK SHELF	ATLANTA CUSTOM FABRICATORS			
66	1	COUNTER	MILLWORK SUB-CONTRACTOR			INCLUDED IN MILLWORK PACKAGE
67	1	MICROWAVE	EXISTING/RELOCATE			
68	1	REFRIGERATOR	EXISTING/RELOCATE			
W1	1	WALK-IN COOLER	THERMO-KOOL		13'-6" X 23'-3" X 8'-6"	



Cell - Food Pass Door clear opening- 5" x 16"